

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCOPIO LABS LTD		08/18/2022	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VII AGGREGATOR SCsp		
Street Address:	1 Boulevard de la Foire		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Entity Type:	Limited Partnership: LUXEMBOURG		
Name:	MIZRAHI TEFAHOT BANK LTD		
Street Address:	7 Jabotinsky Street		
City:	Ramat Gan		
State/Country:	ISRAEL		
Entity Type:	Company: ISRAEL		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97292130	SCOPIO	
Serial Number:	97292102	SCOPIO CBM	
Serial Number:	97292195	CBM	
Serial Number:	97292118	COMPLETE BLOOD MORPHOLOGY	
Serial Number:	97292149	SCOPIOVET	
Serial Number:	97356970	FULL-FIELD PERIPHERAL BLOOD SMEAR	
Serial Number:	97387127	FULL-FIELD BONE MARROW ASPIRATE	
Serial Number:	97475243	FULL-FIELD CELL MORPHOLOGY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	aaron.lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	11 KIRYAT MADA		
Address Line 2:	PO BOX 45087		

CH \$215.00 97292130

Address Line 4:	JERUSALEM, ISRAEL
ATTORNEY DOCKET NUMBER:	96088/51.996
NAME OF SUBMITTER:	AARON LEWIN
SIGNATURE:	/Aaron Lewin/
DATE SIGNED:	09/12/2022
Total Attachments: 7 source=Scopio Labs - US IP Security Agreement -2022 - Schedule A Corrected#page1.tif source=Scopio Labs - US IP Security Agreement -2022 - Schedule A Corrected#page2.tif source=Scopio Labs - US IP Security Agreement -2022 - Schedule A Corrected#page3.tif source=Scopio Labs - US IP Security Agreement -2022 - Schedule A Corrected#page4.tif source=Scopio Labs - US IP Security Agreement -2022 - Schedule A Corrected#page5.tif source=Scopio Labs - US IP Security Agreement -2022 - Schedule A Corrected#page6.tif source=Scopio Labs - US IP Security Agreement -2022 - Schedule A Corrected#page7.tif	

U.S. INTELLECTUAL PROPERTY UNLIMITED SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY UNLIMITED SECURITY AGREEMENT (the "**IP Security Agreement**") dated August 18, 2022, is made by and between (i) Scpio Labs Ltd. (the "**Grantor**"), a company incorporated in Israel under registered number 515139111 whose registered office is at 10 Hasharon Street, Tel Aviv, Israel, (ii) Kreos Capital VII Aggregator SCSp ("**Kreos**"), a partnership incorporated in Luxemburg whose registered office is at 1 Boulevard de la Foire, Luxemburg, and (iii) Mizrahi Tefahot Bank Ltd., Israeli company no. 520000522, of 7 Jabotinsky, Ramat Gan, Israel ("**Mizrahi**"), and together with Kreos - the "**Lenders**").

WHEREAS, the Grantor and Lenders have entered into that certain Agreement for the Provision of a Loan Facility dated on or about the date hereof (the "**Loan Agreement**"); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant a first priority lien on, and security interest in the intellectual property of the Grantor to the Lenders, and the Grantor has agreed to execute this IP Security Agreement for recording such security interest with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1. Grant of Security. Subject to the provisions of the Loan Agreement, Grantor hereby grants to the Lenders a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**"), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the "**Trademarks**"), and (iii) all copyrights and registrations and applications therefore set forth in **Schedule A** (the "**Copyrights**"), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the "**Collateral**"). **Schedule A** shall be updated pursuant to the provisions of Section 3.8(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and the Grantor shall file amendments to **Schedule A** to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to the Lenders under this IP Security Agreement secures the performance of all obligations and the payment of all money owed and liabilities incurred by the Grantor to the Lenders now or hereafter existing, including, without limitation, those incurred under or in respect of the Loan Agreement, as may be amended from time to time (the "**Secured Obligations**").

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement. Grantor hereby further undertakes to file the appropriate request to the Commissioner of Patents and Trademarks, in order to record this IP Security Agreement, within 21 days following the execution of this IP Security Agreement.

Section 4. Right to Request Information. The Lenders shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Loan Agreement and in the event of any contradiction between this IP Security Agreement and the Loan Agreement, the provisions of the Loan Agreement will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This IP Security Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this IP Security Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court, provided, however, that Lenders shall not be prevented from taking proceedings relating to the Collateral in any other courts with jurisdiction.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to the Lenders shall terminate and be of no force upon satisfaction in full of all of the Secured Obligations (to both Lenders). Upon termination of this IP Security Agreement and the security interest granted to the Lenders hereunder, the Lenders shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Lenders have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

SCOPIO LABS LTD.

By: _____

Name: Itai Hayut

Title: CEO

KREOS CAPITAL VII AGGREGATOR SCSP

By: _____

Name: _____

Title: _____

MIZRAHI TEFAHOT BANK LTD.

By: _____

Name: _____

Title: _____

10, Maor
Guy Ofer Hirshler
Dani Maor
Hi-Tech Dpt Manager

IN WITNESS WHEREOF, Grantor and Lenders have caused this IP Security Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

SCOPIO LABS LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL VII AGGREGATOR SCSP

By: *McCollis*

Name: *MARL COLLINS*

Title: *DIRECTOR*

MIZRAHI TEFAHOT BANK LTD.

By: _____

Name: _____

Title: _____

SCHEDULE A

List of IP

1. Patent and patent applications

Docket	Was US	Status	Provisional	App. Number	Title	Inventors	Dates	Law firm	Law docket
		PCT		PCT/IL2022/050565	Systems and Methods for Coverslipping				
	US	National Phase		17/304,331	Compressed acquisition of microscopic images				
		PCT		PCT/IL2021/051366	"Detecting Scan Area Within Hematology Slides in Digital Microscopy"				
		PCT		PCT/IL2021/051329	"Full Field Morphology - Precise Quantification of Cellular and Sub-Cellular Morphological Events in Red/White Blood Cells"				
	US	National Phase		16/338,668	Methods and systems for diagnostic platform				
	US	National Phase		16/875,665	Multi/Parallel scanner				
	US	National Phase		17/098,099	METHOD AND APPARATUS FOR Z-STACK ACQUISITION FOR MICROSCOPIC SLIDE SCANNER				
	US	National Phase		17/098,058	METHOD FOR COMPUTATIONAL MICROSCOPIC LAYER SEPARATION				
	US	National Phase		62/705,501	METHOD AND APPARATUS FOR VISUALIZATION OF BONE MARROW CELL POPULATIONS				
	US	Allowed		US10558029, 15/795,150	High-resolution image reconstruction with multi-angle illumination using a known pattern		February 11, 2020		
	US	Allowed		US10705326, PCT/IB2016/001703	Autofocus system for a computational microscope		July 7, 2020		
	US	Allowed		WO2018078447A1,16/338,674	Digital microscope which acts as a server				
	US	Allowed		US11409095B2, 16/875,721	ACCELERATING DIGITAL MICROSCOPY SCANS USING EMPTY/DIRTY AREA DETECTION				
	US	Allowed		US20200302144A1,16/851,830	ADAPTIVE SENSING BASED ON DEPTH				

2. Trademarks and trademarks applications

Mark	File /Country	Application Date	Application Number	Status
SCOPIO	US, Israel, Australia, China, Japan, Canada, UK, EU, Brazil	2.3.2022	97292130	pending
SCOPIO CBM	US	2.3.2022	97292102	pending
CBM	US, Israel, Australia, China, Japan, Canada, UK, EU, Brazil	2.3.2022	97292195	pending
COMPLETE BLOOD MORPHOLOGY	US, Israel, Australia, China, Japan, Canada, UK, EU, Brazil	2.3.2022	97292118	pending
SCOPIOVET	US	2.3.2022	97292149	pending
FULL-FIELD PERIPHERAL BLOOD SMEAR	US, Israel, Australia, China, Japan, Canada, UK, EU, Brazil	11.4.2022	97356970	pending
FULL-FIELD BONE MARROW ASPIRATE	US, Israel, Australia, China, Japan, Canada, UK, EU, Brazil	28.4.2022	97387127	pending
FULL-FIELD CELL MORPHOLOGY	US, Israel, Australia, China, Japan, Canada, UK, EU, Brazil	24.6.2022	97475243	pending
comment: filing of all territories except US are happening in beginning of September				

3. Web domains

1. <https://scopiolabs.com> 2. completebloodmorphology.com 3. digitalcellmorphology.com

4. Software and products of the company (including software and products which are still in development).

Scopio X100, Scopio X100HT, Full-Field Peripheral Blood Smear Application (FF-PBS)- approved when on either of the devices mentioned, Full-Field Bone Marrow Aspirate application (CE approved, awaiting FDA approval. Will also be connected to the devices)

5. Description of the Company's know how.

Deep knowledge of computational photography, AI for medical use (mainly in hematology), medical device development, manufacturing and regulation, SW development from embedded to cloud and everything in between