

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COGNATA LTD		09/13/2022	Limited Company (Ltd.): 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		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6064678	COGNATA	
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		
Address Line 4:	JERUSALEM, ISRAEL		
ATTORNEY DOCKET NUMBER:	96088/63.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	09/22/2022		
Total Attachments: 9			
source=G98462-V003 Cognata - US IP Security Agreement#page1.tif			
source=G98462-V003 Cognata - US IP Security Agreement#page2.tif			
source=G98462-V003 Cognata - US IP Security Agreement#page3.tif			
source=G98462-V003 Cognata - US IP Security Agreement#page4.tif			
source=G98462-V003 Cognata - US IP Security Agreement#page5.tif			

CH \$40.00 6064678

source=G98462-V003 Cognata - US IP Security Agreement#page6.tif

source=G98462-V003 Cognata - US IP Security Agreement#page7.tif

source=G98462-V003 Cognata - US IP Security Agreement#page8.tif

source=G98462-V003 Cognata - US IP Security Agreement#page9.tif

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated September 13, 2022, is made by and between (i) **Cognata Ltd.**, a company organized under the laws of the State of Israel, company no. 515486579, whose registered office is at 10 Berman Yaakov Street, Rehovot 7621316, Israel (the “**Grantor**”), and (ii) Kreos Capital VII Aggregator SCSp (“**Kreos**”), a limited partnership incorporated in Luxembourg under registered number B264706 whose registered office is at 1 Boulevard de la Foire, Luxembourg; and

WHEREAS, Kreos and the Grantor have entered into that certain Agreement for the provision of a loan facility dated September 13, 2022 (the “**Loan Agreement**”), to which a Debenture – Floating Charge (the “**Debenture – Floating Charge**”) and a Debenture – Fixed Charge (the “**Debenture – Fixed Charge**”), in each case executed by Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture – Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and under the Debenture – Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture – Fixed Charge and the Debenture – Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office (the “**USPTO**”) 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, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture – Floating Charge and the Debenture – Fixed Charge (collectively, the “**Charge Agreements**”), the Grantor hereby grants to Kreos 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 registered 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 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 Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements) (the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement or any amendment thereof.

Section 4. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly as practicable provide upon such request (but in any event no later than 10 business days thereafter), 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 and the Charge Agreements. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This 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 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 Kreos shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations other than the Warrant Instrument (as defined in the Loan Agreement) and the Creditor’s participation right (as described in Clause **Error! Reference source not found.** in the Loan Agreement). Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos 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, including without limitation, the filing of a Termination Statement with the USPTO for the affected Patents and Trademarks.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SCHEDULE A
Intellectual Property

STATUS REPORT
For Cognata Ltd.

GENERATING SYNTHETIC DATA FOR MACHINE PERCEPTION						
Our Ref	Country	Earliest Priority	Entry Date	Filing Date	Publication Date + No. Issue Date + Patent No.	Status
Client Ref				Application No.		
90083	USA			25-Oct-2021		Filed
	PRO			63/271,320		Cognata Ltd. ATSMON Dan

METHOD AND SYSTEM FOR CREATING AND SIMULATING A REALISTIC 3D VIRTUAL WORLD						
Our Ref	Country	Earliest Priority	Entry Date	Filing Date	Publication Date + No. Issue Date + Patent No.	Status
Client Ref				Application No.		
73627	USA	28-Jun-2016		29-May-2018	Publ. Date: 05-Dec-2018 Publ. # 2018-024629-A1	Pending
	CIP	62/355,368		15/990,877		ATSMON Dan / TSAFRIR Guy / ASA Eran

REALISTIC 3D VIRTUAL WORLD CREATION AND SIMULATION FOR TRAINING AUTOMATED DRIVING SYSTEMS						
Our Ref	Country	Earliest Priority	Entry Date	Filing Date	Publication Date + No. Issue Date + Patent No.	Status
Client Ref				Application No.		
76290	USA	28-Jun-2016	24-Dec-2018	29-May-2017	Publ. Date: 27-Jul-2019 Publ. # 2019-022897-A1	Granted
	NP	62/355,368		16/313,058		Cognata Ltd. ATSMON Dan
	PPH				26-Nov-2019 + 10,489,972	
79104	USA	28-Jun-2016	25-Nov-2019	29-May-2017	Publ. Date: 26-Apr-2020 Publ. # 2020-0469172-A1	Allowed
	CON	62/355,368		16/693,534		Cognata Ltd. ATSMON Dan
88964	USA	28-Jun-2016		13-Jul-2021	05-May-2022	Granted
	Re-	62/355,368		90/014,797	10,489,972 C1	ATSMON Dan
	Examination					
76421	China	28-Jun-2016	26-Feb-2019	29-May-2017	Publ. Date: 16-Apr-2019 Publ. #: CN 109949125 A	Pending
	NP	62/355,368		201780052492.0		Cognata Ltd. ATSMON Dan
76292	Europe	28-Jun-2016	25-Jan-2019	29-May-2017	Publ. Date: 01-May-2019 Publ. #: 3475778	Pending
	NP	62/355,368		178194825		Cognata Ltd. ATSMON Dan
	PPH					

METHOD AND SYSTEM FOR CREATING AND SIMULATING A REALISTIC 3D VIRTUAL WORLD						
Our Ref	Country	Earliest Priority	Entry Date	Filing Date	Publication Date + No. Issue Date + Patent No.	Status
Client Ref				Application No.		
73628	Europe	29-May-2017		29-May-2018	Publ. Date: 05-Sep-2019 Publ. # 3410404	Pending
	(Paris)	IL2017/050598		18174957.3		ATSMON Dan / TSAFRIR Guy / ASA Eran

Errors and Omissions Excepted

SYSTEM AND METHOD FOR GENERATING REALISTIC SIMULATION DATA FOR TRAINING AN AUTONOMOUS DRIVER									
Our Ref Client Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status	Assignee Inventor		
87230	USA NP	17-Oct-2018 62/746,607	19-Apr-2021	15-Oct-2019 17/286,526	Pub. Date: 07-Oct-2021 Pub. # 2021-031204-A1 08-Mar-2022 11,279,195	Granted	Cognata Ltd ATSMON Dan / ASA Eran / SPIEGEL Ehud		
90628	USA CON	17-Oct-2018 62/746,607	07-Mar-2022	15-Oct-2019 17/687,720	Pub. Date: 05-Jun-2022 Pub. # 2022-019579-A1	Pending	Cognata Ltd ATSMON Dan / ASA Eran / SPIEGEL Ehud		
87231	Europe NP	17-Oct-2018 62/746,607	17-May-2021	15-Oct-2019 19872360.3	Pub. Date: 25-Aug-2021 Pub. # 3887722	Pending	Cognata Ltd ATSMON Dan / ASA Eran / SPIEGEL Ehud		
87232	China NP	17-Oct-2018 62/746,607	09-Jun-2021	15-Oct-2019 201980081430.1	Pub. Date: 23-Jul-2021 Pub. # CN 110169176 A	Pending	Cognata Ltd ATSMON Dan / ASA Eran / SPIEGEL Ehud		

SYSTEMS AND METHODS FOR EVALUATION OF VEHICLE TECHNOLOGIES									
Our Ref Client Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status	Assignee Inventor		
88820	Japan NP	18-Mar-2019 62/819,692	16-Sep-2021	17-Mar-2020 2021-556381	Pub. Date: 19-May-2022 Pub. # 2022-016270-A1	Pending	Cognata Ltd ATSMON Avon		
88818	USA NP	18-Mar-2019 62/819,692	17-Sep-2021	17-Mar-2020 17/440,257	Pub. Date: 19-May-2022 Pub. # 2022-016270-A1	Pending	Cognata Ltd ATSMON Avon		
88819	Europe NP	18-Mar-2019 62/819,692	08-Oct-2021	17-Mar-2020 20773894.9	Pub. Date: 26-Jan-2022 Pub. # 3942293	Pending	Cognata Ltd ATSMON Avon		
88821	China NP	18-Mar-2019 62/819,692	16-Nov-2021	17-Mar-2020 202080036280.5	Pub. Date: 21-Sep-2021 Pub. # CN 118066673 A	Pending	Cognata Ltd ATSMON Avon		

SYSTEM AND METHOD FOR GENERATING LARGE SIMULATION DATA SETS FOR TESTING AN AUTONOMOUS DRIVER									
Our Ref Client Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Publication Date + No. Issue Date + Patent No.	Status	Assignee Inventor		
76316	USA Basic Track 1			02-Jan-2019 16/237,806	29-Oct-2019 10,460,288	Granted	Cognata Ltd ATSMON Dan / ASA Eran		

Errors and Omissions Excepted

79071	USA CIP	02-Jan-2019 16/237,806		07-Oct-2019 16/594,200	Publ. Date: 02-Jul-2020 Publ. # 2020/07/0779-A1 24-Aug-2021 11,104,371	Granted	Cognata Ltd. ATSMON Dan ; ASA Eran ; SPIEGEL Ehud
88824	USA CON	02-Jan-2019 16/237,806	23-Jul-2021	07-Oct-2019 17/383,465	Publ. Date: 11-Sep-2021 Publ. # 2021-0380185-A1	Pending	Cognata Ltd. ATSMON Dan ; ASA Eran ; SPIEGEL Ehud
80798	Europe (Paris)	02-Jan-2019 16/237,806		02-Jan-2020 20150081,6	Publ. Date: 08-Jul-2020 Publ. # 06/78000	Pending	Cognata Ltd. ATSMON Dan ; ASA Eran ; SPIEGEL Ehud
80800	China (Paris)	02-Jan-2019 16/237,806		02-Jan-2020 202010000757,6	Publ. Date: 10-Jul-2020 Publ. # CN11801125 A	Pending	Cognata Ltd. ATSMON Dan ; ASA Eran ; SPIEGEL Ehud

GENERATING SIMULATED EDGE CASE DRIVING SCENARIOS

Our Ref Client Ref	Country	Earliest Priority	Entry Date	Filing Date	Publication Date + No. Issue Date + Patent No.	Status	Assignee
87241	PCT	27-May-2020 63/030,359		27-May-2021 IL2021/050629	Publ. Date: 02-Sep-2021 Publ. # WO/2021/240529	Published	Cognata Ltd. inventor ATSMON Dan ; SPIEGEL Ehud

OBJECT LABELING IN IMAGES USING DENSE DEPTH MAPS

Our Ref Client Ref	Country	Earliest Priority	Entry Date	Filing Date	Publication Date + No. Issue Date + Patent No.	Status	Assignee
88813	PCT	14-Sep-2020 63/077,729		14-Sep-2021 IL2021/051130	Publ. Date: 17-Sep-2022 Publ. # WO/2022/084000	Published	Cognata Ltd. inventor TSAFRIR Eran ; TSAFRIR Guy ; SPIEGEL Ehud ; ATSMON Dan

Trademark: COGNATA

Our Ref Client Ref	Country	Class	Earliest Priority	Filing Date	Registration Date Registration No.	Status	Applicant
79567	USA Ordinary Filing	9, 9		01-Jan-2018 87/739,637	26-May-2020 5,064,678	Registered	Cognata Ltd.

Errors and Omissions Excepted

United States of America

United States Patent and Trademark Office

COGNATA

Reg. No. 6,064,678

Registered May 26, 2020

Int. Cl.: 9

Trademark

Principal Register

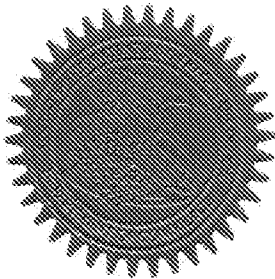
Cognata Ltd. (ISRAEL limited company (ltd.))
10 Yaacov Berman Street
Rehovot, ISRAEL 7621316

CLASS 9: Simulators for driving or control of vehicles; Simulators for the steering and control of vehicles; Flight simulators

FIRST USE 6-00-2017; IN COMMERCE 1-00-2018

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-739,637, FILED 01-01-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office



TRADEMARK
REEL: 007852 FRAME: 0225

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

COGNATA LTD.

By: _____

Name: _____

Title: _____

DocuSigned by:
KREOS CAPITAL VII AGGREGATOR SCSP
By: *Mark Collins*
2297FC28DA2245D...

Name: Mark Collins

Title: Director

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

COGNATA LTD.

By: _____ DocuSigned by:
Dan Atsman
E89FD8D4A7C0460...

Name: _____

Title: _____

KREOS CAPITAL VII AGGREGATOR SCSP

By: _____

Name: _____

Title: _____