

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORONET CYBER SECURITY LTD		10/24/2022	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: 3			
Property Type	Number	Word Mark	
Serial Number:	97108036	CORO	
Serial Number:	97108029	CORO	
Serial Number:	97108054	1-CLICK RESOLVE	
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:	96088/68.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	11/02/2022		
Total Attachments: 5			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated October 24, 2022, is made by and between (i) **Coronet Cyber Security Ltd.**, a company organized under the laws of the State of Israel, company no. 515125953, whose principal place of business is at 1 Rothschild Boulevard, Margalit Startup City, Tel Aviv, 6688101 (the “**Grantor**”), and (ii) Kreos Capital VII Aggregator SCSp (“**Kreos**”), a special limited partnership incorporated in Luxembourg whose, registered office is at 1 Boulevard de la Foire, L-1528, Luxembourg ; and

WHEREAS, Kreos, the Grantor and Coronet Cyber Security, Inc. have entered into that certain Agreement for the provision of a loan facility dated October 24, 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, subject to the Permitted Security Interest (as defined in the Loan Agreement), 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 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 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 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. 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]

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.

CORONET CYBER SECURITY LTD.

By: *Guy Moskowitz*
DocuSigned By: B46AAA6976DF41E...

Name: Guy Moskowitz

Title: CEO

KREOS CAPITAL VII AGGREGATOR SCSP

By: _____

Name: _____

Title: _____

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.

CORONET CYBER SECURITY LTD.

By: _____

Name: Guy Moskowitz

Title: CEO

KREOS CAPITAL VII AGGREGATOR SCSP

By: DocuSigned by: Mark Collins _____

Name: 2297FC28DA2245D... Mark Collins _____

Title: Director _____

SCHEDULE A
Intellectual Property

WIRELESS COMMUNICATIONS ACCESS SECURITY

Our Ref	Country	Earliest Priority	Entry Date	Filing Date	Issue Date	Status	Remarks
		14/699,969		Application No.	Patent No.		
CORO-11	US			29-Apr-15 14/699,969	4-Apr-17 9,615,255	Issued	
CORO-11C	US	29-Apr-15 14/699,969		22-Feb-17 15/439,663	27-Jul-21 11,075,928	Issued	US Continuation of CORO-11
CORO-11C2	US	29-Apr-2015		08-July-2021 17/370,798		Awaiting Examination	US Continuation of CORO-11C

DISTRIBUTED WIRELESS COMMUNICATION ACCESS SECURITY

Our Ref	Country	Earliest Priority	Entry Date	Filing Date	Issue Date	Status	Remarks
				Application No.	Patent No.		
CORO-021	US		11-Oct-2019	19-Apr-2017 16/604,826		Allowed	National / Regional Phase of CORO-02 PCT
CORO-021C	US	19-Apr-2017 16/604,826		26-Jan-2022 17/585,183		Filed	US continuation of CORO-21

REMOTE ACCESS COMPUTER SECURITY

Our Ref	Country	Earliest Priority	Entry Date	Filing Date	Issue Date	Status	Remarks
				Application No.	Patent No.		
CORO-041	US		10-Feb-2020	10-Sep-2017 16/638,114		Under Examination	National / Regional Phase of CORO-04 PCT

MULTI FACTOR AUTHENTICATION

Our Ref	Country	Earliest Priority	Entry Date	Filing Date	Issue Date	Status	Remarks
				Application No.	Patent No.		
CORO-051	US		08-Dec-2021	31-Jul-2019 596,344/17		Under Examination	National / Regional Phase of CORO-05 PCT

1. Trademarks and trademarks applications

Mark Description	Country	Serial Number	Filing Date	Status
Coro Logo (stylized form and font)	US	97108036	4-Nov-2021	Awaiting Examination
Coro Name (standard characters)	US	97108029	4-Nov-2021	Awaiting Examination
1-click Resolve (standard characters)	US	97108054	4-Nov-2021	Awaiting Examination