

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIOPROTECT LTD		10/23/2022	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	
Serial Number:	90335756	PROSPACE	
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:	96088/66.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	11/06/2022		
Total Attachments: 7			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“US IP Agreement”) dated October 23, 2022, is made by and between (i) **BIOPROTECT LTD. (the “Grantor”)**, a company incorporated in Israel under registered number 513591396, whose registered office is at 8 Tzur Street, Tzur Yigal, 4486200, Israel, and (ii) **KREOS CAPITAL VII AGGREGATOR SCSp (“Kreos”)**, a special limited partnership incorporated in Luxembourg under registered number B264706 whose registered office is at 1 Boulevard de la Foire, L-1528, Luxembourg.

WHEREAS, Kreos and the Grantor have entered into that certain Loan Agreement for the provision of a loan facility of up to US\$10,000,000 dated September 22, 2022, as may be amended from time to time (the “Loan Agreement”); and

WHEREAS, under the terms of the Loan Agreement, the Grantor has agreed, among other things, to grant a first priority charge over the intellectual property of the Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to Loan Agreement, to execute this US IP Agreement for recording with the U.S. Patent and Trademark Office (the “USPTO”) any intellectual property owned by the Grantor throughout the term of this US IP 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 Loan Agreement, 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 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 subject to Section 7 below (collectively, the “Collateral”). **Schedule A shall be updated** pursuant to the provisions of Section 3.9 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor and/or the application for, or acquisition of, any new Copyrights (whether registered or not), and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement. Notwithstanding anything to the contrary in this IP Security Agreement, it is hereby clarified that with respect to the intellectual property rights developed with funding provided by the Israel Innovation Authority (the “Funded IP” and the “IIA”, respectively), the security interest herein shall be subject to the consent of the IIA, attached hereto as **Schedule B (the “IIA Consent”)**, and that the sale, assignment or another transfer of the Funded IP may be subject to the IIA Consent and the provisions of applicable grant certificates or undertaking issued by the IIA and applicable Israeli laws and regulations and any payment obligation imposed thereunder. In connection therewith, Kreos provided to the Grantor an undertaking to the IIA in the form attached hereto as **Schedule C**.

Notwithstanding the grant of the security interest set forth in this Section 1 or in the Loan Agreement, the Collateral shall not include (i) any asset, the granting of a security interest in which would be void or illegal under any applicable governmental law, rule or regulation; and (ii) any right, title, interest or asset of the Grantor that is disposed of by the Grantor in compliance with the terms of this IP Security Agreement or the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor to Kreos under this US IP 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, as may be amended from time to time (excluding for the avoidance of doubt liabilities related to the Warrant Instrument and/or any shares issuable thereunder) (the “**Secured Obligations**”).

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this US IP Agreement.

Section 4. Right to Request Information. Kreos shall have the right to request, and the 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 US IP 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, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement the debentures (Fixed Charge and Floating Charge – as defined therein) annexed thereto, and in the event of any contradiction between this US IP Agreement and the Loan Agreement or any document annexed thereto, the provisions of the Loan Agreement will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This US IP 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 courts of 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 US IP 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 US IP Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary for the Grantor to remove the security interest granted by Grantor hereunder, including without limitation, execute all documents reasonably necessary for the filing of a Termination Statement with the USPTO for the affected Patents and Trademarks.

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

BIOPROTECT LTD.

By: _____

Name: Yang Barac

Title: CEO

KREOS CAPITAL VII AGGREGATOR SCS_p

By: _____

Name: _____

Title: _____

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

BIOPROTECT LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL VII AGGREGATOR SCSp

By: _____

Mark COLLINS

Name: _____

Title: **Director**

SCHEDULE A

Collateral

MatterId	Title	Filed	Appln	Issue	Patent No.	Country	Status	Inventors
54056-0003002	METHOD OF FORMING A SEAMLESS BLADDER	6/13/2012	13/495,087	4/19/2016	9,314,944	UNITED STATES	ISSUED	Shaul Shohat, Abraham J. Domb, Adrian Paz
54056-0003003	DEVICE SYSTEM AND METHOD FOR TISSUE DISPLACEMENT OR SEPARATION	4/10/2016	15/095,094			UNITED STATES	PUBLISHED	Shaul Shohat, Adrian Paz, Abraham Jacob Domb
54056-0003P01	DISPLACEMENT OR SEPARATION DEVICE SYSTEM AND METHOD FOR TISSUE DISPLACEMENT OR SEPARATION	6/23/2004	60/581,769			UNITED STATES	EXPIRED	Abraham J. Domb, Shaul Shohat
54056-0003US1	DISPLACEMENT OR SEPARATION DEVICE SYSTEM AND METHOD FOR TISSUE DISPLACEMENT OR SEPARATION	12/21/2006	11/630,257	7/17/2012	8,221,442	UNITED STATES	ISSUED	Abraham J. Domb, Shaul Shohat
54056-0006002	CONTROLLED TISSUE DISSECTION SYSTEMS AND METHODS	2/11/2019	16/273,030			UNITED STATES	PUBLISHED	Shaul Shohat
54056-0006P01	TISSUE DISSECTOR, SEPARATOR AND GUIDING SYSTEM	1/7/2010	61/292,899			UNITED STATES	EXPIRED	Shaul Shohat
54056-0006P02	CONTROLLABLE TISSUE DISSECTION SYSTEMS AND METHODS	11/11/2010	61/412,480			UNITED STATES	EXPIRED	Shaul Shohat
54056-0006US1	CONTROLLED TISSUE DISSECTION SYSTEMS AND METHODS	7/9/2012	13/521,080	2/12/2019	10,201,325	UNITED STATES	ISSUED	Shaul Shohat
54056-0008002	SOFT TISSUE FIXATION DEVICES	9/12/2016	15/262,166	4/27/2021	10,987,092	UNITED STATES	ISSUED	Shaul Shohat
54056-0008003	SOFT TISSUE FIXATION DEVICES	3/23/2021	17/210,423			UNITED STATES	PUBLISHED	Shaul Shohat
54056-0008P01	EXPANDABLE PROSTHESES	3/15/2007	60/918,051			UNITED STATES	EXPIRED	Shaul Shohat
54056-0008P02	PROSTHETIC DEVICES AND METHODS FOR USING SAME	1/25/2008	61/006,669			UNITED STATES	EXPIRED	Shaul Shohat
54056-0008US1	SOFT TISSUE FIXATION DEVICES	9/14/2009	12/531,073			UNITED STATES	ABANDONED	Shaul Shohat
54056-0009P01	INFLATED BALLOON DRUG DELIVERY SYSTEM	5/14/2007	60/924,401			UNITED STATES	EXPIRED	Shaul Shohat, Eli Machlev, Dana Haimovich, Abraham J. Domb
54056-0009US1	DELIVERY DEVICE FOR DELIVERING BIOACTIVE AGENTS TO INTERNAL TISSUE IN A BODY	11/12/2009	12/599,823	7/9/2013	8,480,647	UNITED STATES	ISSUED	Shaul Shohat, Eli Machlev, Dana Haimovich, Abraham J. Domb
54056-0010P01	MEDICAL DILATOR WITH ECHOGENETIC MARKER	1/25/2022	63/302,581			UNITED STATES	PENDING	Gil Rosen, Shaul Shohat, Shahar Miller
54056-0012P01	APPARATUS AND METHOD FOR PROTECTING BIOLOGICAL TISSUE DURING CRYOTHERAPY	5/13/2022	63/341,484			UNITED STATES	PENDING	Shaul Shohat

TRADEMARKS

FR Ref	Mark	Country	Filing Date	Appl No	Classes	Status	All Goods Services	Owner
54056-0013001	PROSPACE	UNITED STATES	11/23/2020	90/335,756	10	ALLOWED	10 - Medical and surgical instruments, namely, balloon implants of artificial materials, bladder implants of artificial materials, biodegradable and bioabsorbable implants of artificial materials, balloon catheters, expandable and inflatable tissue extractors, expandable and inflatable tissue dissectors, expandable and inflatable radiation screening devices, expandable and inflatable tissue displacement devices, expandable and inflatable tissue separating devices and expandable and inflatable implant-to-tissue fixators; surgical instrument kits containing balloon implants of artificial materials and accessories thereof, namely, introduction needles, echogenic needles, hydro-dissection instruments, extension tubes, dilators, delivery needles and	BioProtect Ltd.

TRADEMARK

REEL: 007912 FRAME: 0154

RECORDED: 11/06/2022