

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PYRAMID ANALYTICS BV		12/12/2022	Company: NETHERLANDS
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: 4			
Property Type	Number	Word Mark	
Serial Number:	86560057	PYRAMID ANALYTICS	
Serial Number:	87658722	ANALYTICS OS	
Serial Number:	87658731	ANALYTICS OS	
Serial Number:	97467684	PYRAMID ANALYTICS	
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:	96088/70.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	12/29/2022		
Total Attachments: 6			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated December 12, 2022, is made by and between (i) **PYRAMID ANALYTICS B.V.**, a company registered under the laws of the Netherlands registered with the Dutch commercial register under number 54054079 (the “**Grantor**”), and (ii) **KREOS CAPITAL VII AGGREGATOR SCSp**, a special limited partnership incorporated in Luxembourg whose registered office is at 1 Boulevard de la Foire, L-1528, Luxembourg (“**Kreos**”); and

WHEREAS, Grantor, PYRAMID HOLDINGS B.V.PYRAMID ANALYTICS (ISRAEL) LTD, a company organized under the laws of the State of Israel, and PYRAMID ANALYTICS (USA) INC, a Delaware corporation (Jointly, the “**Borrower**”) and Kreos have entered into that certain Agreement for the provision of a loan facility dated December 12, 2022 (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant a first priority charge over the intellectual property of Grantor to Kreos and over certain specific intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof, 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. the Grantor hereby grant 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 during the term of this IP Security Agreement (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 the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Notwithstanding anything in this IP Security Agreement to the contrary, solely between Silicon Valley Bank and Kreos, and without derogating from any provisions of this IP Security Agreement, the priority of the security interests in and to the Collateral, and the manner of allocation of

any proceeds derived from such Collateral, shall be subject to the provisions of the Subordination Agreement (as defined in 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 in writing, 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. Choice of Law and Venue; Jury Trial Waiver

Delaware law governs this IP Security Agreement without regard to principles of conflicts of law. Grantor accept jurisdiction of the courts and venue in Delaware. notwithstanding the foregoing, the Lender shall have the right to bring any action or proceeding against Grantor and their intellectual property in the courts of any other jurisdiction which the Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce Lender’s rights against Grantor or their intellectual property, including the courts of the State of Israel. Grantor and the Lender waive their right to a jury trial of any claim or cause of action arising out of or based upon this IP Security Agreement, the Loan Documents or any contemplated transaction, including contract, tort, breach of duty and all other claims. This waiver is a material inducement for all parties to enter into this IP Security Agreement. Each party has reviewed this waiver with its counsel.

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.

PYRAMID ANALISTICS B.V.:

By:  _____

Name: Omri Kohl _____

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.

PYRAMID ANALISTICS B.V.:

By: _____

Name: _____

Title: _____

KREOS CAPITAL VII AGGREGATOR SCSP:

By: DocuSigned by: Mark Collins _____

Name: 2297FC28DA2245D... Mark Collins _____

Title: Director _____

SCHEDULE A
Intellectual Property

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
INTERACTIVE DISPLAYING OF DATABASE QUERIES	13/807927	01/01/2013
METHOD OF FACILITATING MANIPULATION OF A DATABASE QUERY	13/807926	01/01/2013

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PYRAMID ANALYTICS - classes 9 & 42	86/560057	15-May-18
PYRAMID ANALYTICS - classes 9 & 42	010675098	02-Aug-12
ANALYTICS OS (logo) - classes 9 & 42 (black on white background)	87/658722	06-Oct-20
ANALYTICS OS (logo) - classes 9 & 42 (white on grey background)	87/658731	07-Jan-20
ANALYTICSOS (word mark) - Classes 9 & 42	017877829	30-Jun-18
PYRAMID ANALYTICS - class 42	97/467684	21-Jun-22 (application date)

In addition, all Borrower's copyrights in or to the Borrower's software, products, services, websites and marketing material.