

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787318

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AKEYLESS SECURITY LTD		01/05/2023	Limited Liability Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KREOS CAPITAL VII AGGREGATOR SCsp		
<b>Street Address:</b>	1 Boulevard de la foire		
<b>City:</b>	LUXEMBOURG		
<b>State/Country:</b>	LUXEMBOURG		
<b>Entity Type:</b>	Limited Partnership: LUXEMBOURG		
<b>Name:</b>	MIZRAHI TEFAHOT BANK LTD		
<b>Street Address:</b>	633 W 5TH STREET		
<b>Internal Address:</b>	SUITE 5700		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Company: ISRAEL		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6405525	AKEYLESS	
<b>Registration Number:</b>	6241908	AKEYLESS	
<b>Registration Number:</b>	6337088	DISTRIBUTED FRAGMENTS CRYPTOGRAPHY	
<b>Serial Number:</b>	97070454	KEYCONF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	aaron.lewin@jmbdavis.com		
<b>Correspondent Name:</b>	JMB DAVIS BEN-DAVID		
<b>Address Line 1:</b>	11 KIRYAT MADA		
<b>Address Line 2:</b>	PO BOX 45087		
<b>Address Line 4:</b>	JERUSALEM, ISRAEL		

CH \$115.00 6405525

<b>ATTORNEY DOCKET NUMBER:</b>	96088/71.995
<b>NAME OF SUBMITTER:</b>	AARON LEWIN
<b>SIGNATURE:</b>	/Aaron Lewin/
<b>DATE SIGNED:</b>	02/16/2023

**Total Attachments: 7**

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## U.S. INTELLECTUAL PROPERTY UNLIMITED SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY UNLIMITED SECURITY AGREEMENT (“**IP Security Agreement**”) dated January 5, 2023, is made by and between (i) **Akeyless Security Ltd.**, a company organized under the laws of the State of Israel, company no. 515855989, whose registered office is at at 7 Jabotinsky Street, Ramat Gan 525207, Israel (the “**Grantor**”), and (ii) Kreos Capital VII AGGREGATOR SCSP (“**Kreos**”), a special limited partnership incorporated in Luxembourg under registered no. B264706, whose registered office is at 1 Boulevard de la Foire, L-1528 Luxembourg, Luxembourg; and (iii) Mizrahi Tefahot Bank Ltd. (Los Angeles Branch), Israeli company no. 520000522, of 633 West 5th Street, Suite 5700, Los Angeles, CA 90071 (“**Mizrahi**”, and together with Kreos - the “**Lenders**”)

WHEREAS, Lenders and the Grantor have entered into that certain Agreement for the Provision of a Loan Facility of up to US\$15,000,000, dated January 5, 2023 (the “**Loan Facility 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 Lenders, are attached as exhibits;

WHEREAS, Mizrahi and the Grantor have entered into that certain Loan Agreement, dated January 5, 2023 (the “**MRR Loan Agreement**”); 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 Lenders 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 Lenders, 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 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 of the Loan Facility 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 Facility Agreement.

Notwithstanding the above, so long as no Event of Default under any agreement between the Lenders and the Grantor has occurred (that has not been cured or remedied by the Grantor within the applicable period provided to the Grantor and/or to any affiliate thereof, or waived by the Lenders, in accordance with the applicable agreement), the Grantor shall be permitted to, and shall not be deemed restricted from entering into any transactions in the Ordinary Course of Business (as defined in the Loan Facility Agreement) with respect to the Collateral, as permitted under the terms of the Loan Facility Agreement, and the security interest in the Collateral granted hereunder will not apply to any rights granted to third parties in such transactions.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Lenders 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 Lenders now or hereafter existing, including, without limitation, those incurred under or in respect of the Loan Facility Agreement, the MRR Loan Agreement (both as may be amended from time to time), and the Charge Agreements, or under any other future financing arrangement between the Grantor and either of the Lenders (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. 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 Facility Agreement, the MRR 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, the Lenders with respect to the Collateral are more fully set forth in the Loan Facility Agreement, the MRR Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Facility Agreement or the Charge Agreements, the provisions of the Loan Facility 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 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, 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, 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 the Lenders 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.

**AKEYLESS SECURITY LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten signature]*  
*Shay Dan*  
*President*

**KREOS CAPITAL VII AGGREGATOR SCSP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_


**MIZRAHI TEFAHOT BANK LTD. (Los Angeles Branch)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten signature]*  
Shai Avital  
VP, Technology Banking  
Mizrahi Tefahot Bank Ltd.  
UMTB USA  


*[Handwritten signature]*  
Gerry B. Perez  
Senior Vice President, CCO  
Mizrahi Tefahot Bank Ltd.  
UMTB USA  


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**AKEYLESS SECURITY LTD.**

By: \_\_\_\_\_

Name: Shay Durr

Title: President

**KREOS CAPITAL VII AGGREGATOR SCSP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MIZRAHI TEFAHOT BANK LTD. (Los Angeles Branch)**

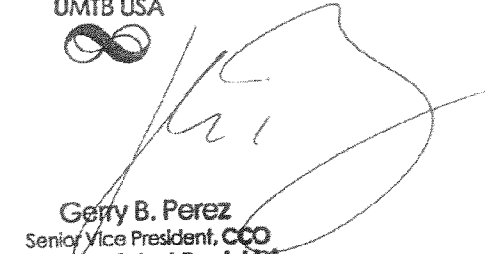
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Shai Avital  
VP, Technology Banking  
Mizrahi Tefahot Bank Ltd.  
UMTB USA



  
Gerry B. Perez  
Senior Vice President, CCO  
Mizrahi Tefahot Bank Ltd.  
UMTB USA



IN WITNESS WHEREOF, Grantor and the Lenders 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.

**AKEYLESS SECURITY LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KREOS CAPITAL VII AGGREGATOR SCSP**

By: DocuSigned by: Mark Collins \_\_\_\_\_

Name: 2297FC28DA2245D Mark Collins \_\_\_\_\_

Title: Director \_\_\_\_\_

**MIZRAHI TEFAHOT BANK LTD. (Los Angeles Branch)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE A**  
**Intellectual Property**

• **US Trademarks:**

- “AKEYLESS” - Registration Number: 6,405,525;
- “AKEYLESS” - Registration Number: 6,241,908
- “DFC”- Registration Number: 6,337,088 and
- “KEYCONF” – Serial Number: 97070454.

• **Domains:**

- [www.akeyless.io](http://www.akeyless.io);
- [www.akeyless.com](http://www.akeyless.com);
- [www.akeyless-security.com](http://www.akeyless-security.com);
- [www.akeyless.asia](http://www.akeyless.asia);
- [www.akeyless.cloud](http://www.akeyless.cloud);
- [www.akeyless.co](http://www.akeyless.co);
- [www.akeyless.dev](http://www.akeyless.dev);
- [www.akeyless.info](http://www.akeyless.info);
- [www.akeyless.online](http://www.akeyless.online);
- [www.akeyless.org](http://www.akeyless.org);
- [www.akeyless.us](http://www.akeyless.us);
- [www.info-akeyless.io](http://www.info-akeyless.io);
- [www.keyconf.io](http://www.keyconf.io);
- [www.keyconf.com](http://www.keyconf.com);
- [www.keyconf.org](http://www.keyconf.org);
- [www.key-con.org](http://www.key-con.org);
- [www.keycon.io](http://www.keycon.io);
- [www.keycon.live](http://www.keycon.live); and
- [www.genprocy.com](http://www.genprocy.com).

• **Patents:**

GA Ref.	Country	App. No.	Title	Filed	Priority Date	Patent No./ Publication No.	Grant Date (Pub. Date)	Date of next action	Status
602-1.3	US	16,508,410	SYSTEM AND METHOD FOR CRYPTOGRAPHIC KEY FRAGMENTS MANAGEMENT	11/07/2019	11/07/2018	11,073,763	27/07/2023	1 <sup>st</sup> maintenance fee due 27/01/2025	Active
602-2.2	US	17,384,754	SYSTEM, PRODUCT AND METHOD FOR PROVIDING SECURED ACCESS TO DATA	24/07/2021	26/07/2020				Pending