

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CELLTICK TECHNOLOGIES LTD.		09/27/2016	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Company: JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4378378	LIVESCREEN	
Serial Number:	86971426	S	
Serial Number:	86972268	S	
Serial Number:	86972251	S	
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:	8 HARTOM STREET		
Address Line 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
ATTORNEY DOCKET NUMBER:	96088/11.997		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	10/06/2016		
Total Attachments: 8			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated September 27, 2016, is made by and between (i) Celltick Technologies Ltd. (the "Grantor"), a corporation organized under the laws of the State of Israel, with registered offices at 32 Maskit St., Herzliya, 46733 Israel, and (ii) Kreos Capital V (Expert Fund) L.P. ("Kreos"), a company incorporated in Jersey under registered number 2001 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD.

WHEREAS, Kreos, Celltick Technologies Inc., a parent company of the Grantor and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated September 27, 2016 (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 the 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 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, the Debenture - Fixed Charge (collectively, the "Charge Agreements"), 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 (the "Collateral"). Schedule A shall be updated pursuant to the provisions of Section 3.8(i) 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 Grantor and/or

Celltick Technologies Inc. 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.

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. 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 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.

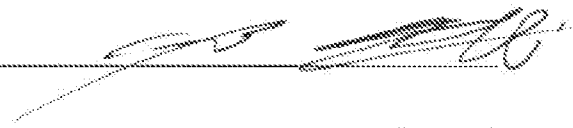
Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

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 in 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.

CELLTICK TECHNOLOGIES LTD.

By: _____ 

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

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.

CELLTICK TECHNOLOGIES LTD.

By: _____

Name: _____

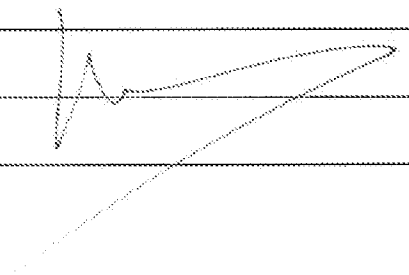
Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: _____

Title: _____

A handwritten signature in black ink is written over the signature line for Kreos Capital V. The signature is stylized and appears to be a cursive or semi-cursive name.

SCHEDULE A



July 25, 2016

Patents:

USPTO Recordations of Kreos Capital V (Expert Fund) Ltd Security Agreement

Reel/Frame 36130/457 dated 20 July 2015 secured 14 matters

	List of Cases	Legal Status	Comments
1	Idle Screen US 7,039,423 Publication US2003/0013439 January 16, 2003	Granted	
2	Idle Screen US2 US 8,170,587 Publication US 2007/0218865 A1 20 September. 2007	Granted	
3	Idle Screen US3 US 8,150,426 Publication US 2007/0218882 A1 20 September 2007	Granted	
4	Idle Screen US5 US 8,391,900 Publication US 2011/0098091 A1 April 28, 2011	Granted	
5	Customization US 7,860,951 Publication]US 2004/0078427 22 April. 2004	Granted	
6	Multi-User Applications US 7,801,541 Publication US 2007/123246 A1 31 May 2007	Granted	
7	Macromessage US 7,096,044	Granted	

SHCA\Celltick\

Celltick Technologies, 7 Hagalim Ave., Herzliya 46725 Israel, Tel: +972-9-9710-200 Fax: +972-9-9710-222
www.celltick.com

TRADEMARK
REEL: 005893 FRAME: 0873



	Publication US 2004/248620 A1 09 December 2004		
8	Personalized Content US 8,121,651 Publication US 2010/0016025 21 January 2010	Granted	
9	RSS US 8,204,488 Publication US 2009/0163189 25 June 2009	Granted	
10	MAP US 8,213,972 Publication US 2010/0081462 April 1, 2010	Granted	
11	Mobile advertising (ADM) US 8,219,153 Publication US 2010/0312643 09 December 2010	Granted	
12	Mobile advertising (ADM) US 8,285,337 Publication US 2012/0258695 11 October 2012	Granted	
13	User Activity Tracking US 8,200,202 Publication US 2010/0130196 May 27, 2010	Granted	
14	Gesture Navigation USSN 14/422,605 Not yet published	Pending	

Trademarks:

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USPTO Recordations of Kreos Capital IV (Expert Fund) Ltd Security Agreement

	List of Cases	Details
1	LIVESCREEN USTM 4,378,378	Secured, Reel/Frame 4943/0466 dated 15 Jan 2013
2	Stylized S Filed 11/4/2016 Application Numbers: 86971426, 86972268, 86972251	Requires securing

SHVCA\Celltick\

Celltick Technologies, 7 Hagalim Ave., Herzliya 46725 Israel, Tel: +972-9-9710-200 Fax: +972-9-9710-222
www.celltick.com

RECORDED: 10/06/2016

TRADEMARK
REEL: 005893 FRAME: 0875