

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TG-17, INC.		06/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EASTWARD FUND MANAGEMENT, LLC		
Street Address:	432 CHERRY STREET		
City:	WEST NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	87400843	TRUSTORION	
Serial Number:	87400865	TRUSTIVATE	
Serial Number:	87422707	TRUSTIER	
Serial Number:	87481023	TRUSTED GUARDIAN	
Serial Number:	87481045	TRUSTED GUARD	
Serial Number:	87481064	SOTERION	
Serial Number:	87505405	SECURITY CONCIERGE	
Serial Number:	87526610	TRUSTTEAM	
Serial Number:	87526616	SOTERIAN	
Serial Number:	87532316	TG-17	
Serial Number:	87532347	MYTG	
Serial Number:	87532392	TGANDME	
Serial Number:	87532423	TGFORME	
Serial Number:	87532451	TRUSTEAM	
Serial Number:	87532482	TRUSTG	
Serial Number:	87668245	TG17	
Serial Number:	87726151	TRUSTORIEN	
Serial Number:	87726183	TRUSTURIEN	
Serial Number:	87726195	TRUSTURION	

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Property Type	Number	Word Mark
Serial Number:	88140754	MICAH
Serial Number:	88188808	LEO
Serial Number:	88275339	BOND
Serial Number:	88280317	OUR BOND
Serial Number:	88313591	
Serial Number:	88341750	SAFETY CONCIERGE
Serial Number:	88341859	YOUR SAFETY CONCIERGE
Serial Number:	88341907	EVERYONE'S SAFETY CONCIERGE
Serial Number:	88351852	JOIN OUR BOND
Serial Number:	88351951	WE ARE BOND

CORRESPONDENCE DATA

Fax Number: 8585506420

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.

Phone: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 318251-102

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 06/11/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Effective Date by and between Eastward Fund Management, LLC (“Lender”) and TG-17, Inc. (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral. Lender shall give Grantor prior written notice of any such modifications pursuant to this Section 2, but any failure by Lender to provide such notice shall not be deemed to be a breach or default hereunder or give rise to any liability to Lender.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are

as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TG-17, INC.

By:  Doron Kempel
Title: Chief Executive Officer

LENDER:

EASTWARD FUND MANAGEMENT, LLC

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TG-17, INC.

By: Doron Kempel
Title: Chief Executive Officer

LENDER:

EASTWARD FUND MANAGEMENT, LLC


By: 
Title: Authorized Person

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Country Name	Type	Filed Date	Serial #	Patent #	Issue Date	Status
SYSTEMS AND METHODS FOR AUTONOMOUS MACHINE TRACKING AND LOCALIZATION OF MOBILE OBJECTS	UNITED STATES	PRV	7/24/2018	62/702,489			PENDING
SYSTEM AND METHOD FOR THREAT MONITORING, DETECTION, AND RESPONSE	UNITED STATES	UTL	4/18/2018	15/956,456			PUBLISHED
SYSTEM AND METHOD FOR THREAT MONITORING, DETECTION, AND RESPONSE	WIPO	UTL	5/4/2018	PCT/US2018/031121			PUBLISHED
SYSTEM AND METHOD FOR REAL-TIME DECODING AND MONITORING FOR ENCRYPTED INSTANT MESSAGING AND OTHER INFORMATION EXCHANGE APPLICATIONS	UNITED STATES	UTL	6/7/2018	16/002,820			PUBLISHED

EXHIBIT C
Trademarks

Mark	Country	Application #	File Date	Publication Date	Allowance Date	Registration Date	Registration #	Status
TRUSTORION	US	87/400,843	4/6/2017	9/4/2018	10/30/2018			ALLOWED
TRUSTIVATE	US	87/400,865	4/6/2017	9/4/2018	10/30/2018			ALLOWED
TRUSTIER	US	87/422,707	4/24/2017	9/4/2018	10/30/2018			ALLOWED
TRUSTED GUARDIAN	US	87/481,023	6/8/2017	9/4/2018	10/30/2018			ALLOWED
TRUSTED GUARD	US	87/481,045	6/8/2017	9/4/2018	10/30/2018			ALLOWED
SOTERION	US	87/481,064	6/8/2017	9/4/2018	10/30/2018			ALLOWED
SECURITY CONCIERGE	US	87/505,405	6/26/2017	3/12/2019				PUBLISHED
TrustTeam	US	87/526,610	7/13/2017	12/25/2018	2/5/2019			ALLOWED
SOTERIAN	US	87/526,616	7/13/2017					PENDING
TG-17	US	87/532,316	7/18/2017	12/25/2018	2/19/2019			ALLOWED
MyTG	US	87/532,347	7/18/2017	12/25/2018	2/19/2019			ALLOWED
TGandME	US	87/532,392	7/18/2017	12/25/2018	2/19/2019			ALLOWED
TGforME	US	87/532,423	7/18/2017	12/25/2018	2/19/2019			ALLOWED
TRUSTEAM	US	87/532,451	7/18/2017	12/25/2018	2/19/2019			ALLOWED
TrustG	US	87/532,482	7/18/2017	12/25/2018	2/19/2019			ALLOWED
TG17	US	87/668,245	11/1/2017	10/9/2018	12/4/2018			ALLOWED
TRUSTORIEN	US	87/726,151	12/19/2017	10/9/2018	12/4/2018			ALLOWED
TRUSTURIEN	US	87/726,183	12/19/2017	10/9/2018	12/4/2018			ALLOWED
TRUSTURION	US	87/726,195	12/19/2017	10/9/2018	12/4/2018			ALLOWED
MICAH	US	88/140,754	10/3/2018	4/9/2019				PUBLISHED
LEO	US	88/188,808	11/9/2018					PENDING
BOND	US	88/275,339	1/24/2019					PENDING

OUR BOND	US	88/280,317	1/29/2019						PENDING
THE BOND LINK (Design)	US	88/313,591	2/24/2019						PENDING
SAFETY CONCERGE	US	88/341,750	3/15/2019						PENDING
YOUR SAFETY CONCERGE	US	88/341,859	3/15/2019						PENDING
EVERYONES SAFETY CONCERGE	US	88/341,907	3/15/2019						PENDING
JOIN OUR BOND	US	88/351,852	3/22/2019						PENDING
WE ARE BOND	US	88/351,951	3/22/2019						PENDING

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EXHIBIT D

Mask Works

None.