

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVID INC.		10/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 GROVE STREET, SUITE 2-200		
City:	NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4218521	INNOVID	
Registration Number:	3827429	IROLL	
Registration Number:	4034538	IROLL APPS	
Serial Number:	85346658	IROLL ENGAGE	
Registration Number:	4101569	THE STANDARD IN INTERACTIVE PRE-ROLL	
Registration Number:	4028902	THAT'S HOW IROLL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	jmccall@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1100 G St NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

OP \$165.00 4218521

TRADEMARK

ATTORNEY DOCKET NUMBER:	F141915
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	10/26/2012
<p>Total Attachments: 8 source=Trademark - Innovid Inc IPSA#page2.tif source=Trademark - Innovid Inc IPSA#page3.tif source=Trademark - Innovid Inc IPSA#page4.tif source=Trademark - Innovid Inc IPSA#page5.tif source=Trademark - Innovid Inc IPSA#page6.tif source=Trademark - Innovid Inc IPSA#page7.tif source=Trademark - Innovid Inc IPSA#page8.tif source=Trademark - Innovid Inc IPSA#page9.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 25, 2012 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **INNOVID INC.**, a Delaware corporation, with its principal place of business at 584 Broadway, Suite 1206, New York, New York 10012 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its 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 Bank 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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");

2. 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;

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

4. 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 (collectively, the "Patents");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement shall terminate upon the earlier to occur of the following: (a) such time as when Bank's security interest under the Loan Agreement is terminated pursuant to Section 4.1 of the Loan Agreement, and (b) provided no Event of Default has occurred and is continuing, the occurrence of the Additional Equity Financing Event.

[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.

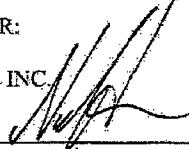
Address of Grantor:

584 Broadway, Suite 1206
New York, New York 10012

Attn: Zvika Netter

GRANTOR:

INNOVID INC.

By: 
Name: Zvika Netter
Title: CEO

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Laura Scott

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
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:

Address of Grantor:

584 Broadway, Suite 1206
New York, New York 10012

Attn: Zvika Netter

INNOVID INC.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Laura Scott

SILICON VALLEY BANK

By: _____
Name: *Timothy M. Floridi*
Title: *Business Development Manager*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Video-associated objects	12/687,137	1/14/2010
Video associated objects	10731118.5	1/14/2010
Inserting interactive objects into video content	12/867,075	8/11/2010
Apparatus and method for manipulating an object inserted to video content	12/867,253	8/12/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INNOVID	4218521	October 2, 2012
IROLL	3827429	August 3, 2010
IROLL APPS	4034538	October 4, 2011
IROLL ENGAGE	85346658	June 15, 2011
THE STANDARD IN INTERACTIVE PRE-ROLL	4101569	February 21, 2012
THAT'S HOW IROLL	4028902	September 20, 2011
INROLL	009646126	June 15, 2011

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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