

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
Kenshoo Ltd.		02/06/2014	CORPORATION: ISRAEL
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: 2			
Property Type	Number	Word Mark	
Registration Number:	4105945	KENSHOO	
Registration Number:	4432158		
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:	2023704761		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F148393		
NAME OF SUBMITTER:	Laura A. Kenerson		
Signature:	/Laura A. Kenerson/		

OP \$65.00 4105945

TRADEMARK

Date:

02/07/2014

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 6, 2014 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 **KENSHOO LTD.**, a company organized under the laws of the State of Israel, with its principal place of business at 6 Ha'Barzel St., Tel Aviv, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **KENSHOO, INC.**, a Delaware corporation with offices at 22 4th Street, San Francisco, California 94103 (the "US Borrower"), and **KENSHOO (UK) LIMITED**, a company registered under the laws of England and Wales with company number 06517533 and its registered office at 1st Floor, 66-68 Margaret Street, London W1W 8SR (the "UK Borrower") (Grantor, US Borrower and UK Borrower are jointly and severally, individually and collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of April 24, 2012, as amended by a certain First Loan Modification Agreement dated as of December 19, 2012, as further amended by a certain Second Loan Modification Agreement dated as of May 7, 2013, and as further amended by a certain Third Loan Modification Agreement dated as of even date herewith (as the same has been and may be further 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 Borrower, 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 Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement and the Israeli Debenture, 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 Borrower's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, 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:

(a) 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");

(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 (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;

(j) 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 Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Israeli Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Israeli Debenture shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Israeli Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

6. 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:

KENSHOO LTD.

By: 

Name: Igal Shany

Title: CFO

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:

KENSHOO LTD.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

By: Steve Lyons
Name: Steve Lyons
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Status	State	Application No.	Publication No.	Name of Patent
Patent Issued	US	12/031,352	US 7,974,989 (Patent No.)	Computer Implemented System and Method for Enhancing Keyword Expansion
Patent Application	US	12/954,436	2011-0099186	System for Finding Website Invitation Cueing Keywords, Based on User Acquiescence Information, for Template Generation of Such Invitations, and for Attribute-Based
Patent Application	UK	1019905.7	GB 2473155	
Patent Application	US	12/977,373	2011-0153411	A Method and System for Identification of an Online Purchase without Notification of Making the Purchase
Patent Issued	US	13/032,075	US 8,407,247 (Patent No.)	A Universal Resource Locator Watchdog
Patent Application	US	13/032,067	2011-0208738	A Method for Determining an Enhanced Value to Keywords Having Sparse Data
Patent Application	US	13/198,357	2012-0036009	A Method for Efficiently Allocating an Advertising Budget Between Web Advertising Entities
Patent Application	PCT	PCT/US2011/046615	WO/2012/021376	
Patent Application	US	14/068,108	(Cont. Application)	
Patent Application	US	13/633,923	2013-0085850	Location-Based Advertising for Roving Service Providers
Patent Application	US	13/337,336	2013-0166376	Tracking Conversions of Applications Software Advertisements
Patent Application	US	13/484,317	2013-0173382	Conversion Attribution for Earned Media
Patent Application	US	13/598,925	2013-0231977	System, Method And Computer Program Product For Attributing A Value Associated With A Series Of User Interactions To Individual Interactions In The Series
Patent Application	US	13/692,071	2013-0204700	System, Method And Computer Program Product for Prediction based on User Interactions History
Patent Application	US	13/369,621	2013-0212108	A System, a Method and a Computer Program Product for Performance Assessment
Patent Application	US	13/438,855	2013-0268360	Automatic Positioning of Elements in a Computer-Based Document
Patent Application	US	13/913,551	2013-0339085	Identifying a Non-obvious Target audience for an Advertising Campaign

Patent Application	US	14/029,488	Unpublished	Digital Marketing and Dynamic Price Unified Optimization Platform
Provisional Patent Application	US	61/753492	Unpublished	Cross Time Budget Optimization System
Patent Application	US	14/036,494	Unpublished	Targeted Advertising in Social Networks
Provisional Patent Application	US	61/839139	Unpublished	Social Budget Allocator for Social Media Advertisement
Patent Application	US	14/018,669	Unpublished	A System, a Method and a Computer Program Product for Optimally Communicating Based on User's Historical Interaction and Performance Data
Provisional Patent Application	US	61/910146	Unpublished	Geographic Bid Modifier for Online Advertising
Provisional Patent Application	US	61/917438	Unpublished	Trend Detection in Online Advertising
Community Design	EU	001980855-0001	Published	(Timeline)

EXHIBIT C

Trademarks

Status and type	Jurisdiction	Serial No./Registration No.	Mark
Registered Trademark	Israel	198968	KAZAAM
Registered Trademark	Israel	207447	KENSHOO SEARCH
Registered Trademark	Israel	207448	KENSHOO SEARCH
Registered Trademark	Israel	207449	KENSHOO SEARCH
Registered Trademark	Israel	211979	KENSHOO
Registered Trademark	Israel	211980	KENSHOO
Registered Trademark	Israel	211983	PPTC
Registered Trademark	Israel	211984	PPTC
Registered Trademark	EU	006579627	KENSHOO SEARCH
Registered Trademark	US	4,105,945	KENSHOO
Registered Trademark	US	4,432,158	K (Designed)
Registered Trademark	EU	11657277	KENSHOO
Registered Trademark	EU	11657368	K (Stylized)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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