

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	1st Amendment to IP Security Agt.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KENSHOO LTD.		01/26/2015	Company Organized under laws of State of Isreal: 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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F153659		
NAME OF SUBMITTER:	Monica Courtade		
SIGNATURE:	/Monica Courtade/		
DATE SIGNED:	01/26/2015		
Total Attachments: 9			
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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of January 26, 2015, 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. Grantor and Bank have previously entered into that certain Loan and Security Agreement dated as of April 24, 2012 (as amended, modified, restated, replaced, or supplemented from time to time, the "Loan Agreement").

B. To secure its obligations and liabilities to Bank, Grantor has previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Intellectual Property Security Agreement dated as of February 6, 2014 (as amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank are, concurrently herewith, (i) amending the Loan Agreement pursuant to a Fourth Loan Modification Agreement and (ii) entering into a Subordinated Loan and Security Agreement.

D. Grantor and Bank have agreed to enter into this Amendment.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATIONS TO THE IP SECURITY AGREEMENT.

1. The IP Security Agreement shall be amended by deleting the following, appearing as Recital A thereof:

" 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."

and inserting in lieu thereof the following:

" 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 22 Percy Street, 9th Floor, London W1T 2BU, England (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 (i) that certain Loan and Security Agreement by and among Bank and Borrower dated as of April 24, 2012 and (ii) that certain Subordinated Loan and Security Agreement by and among Bank and Borrower dated as of January 26, 2015 (as the same has been and may be further amended, modified or supplemented from time to time, collectively, 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."

2. Exhibits A, B, C and D to the IP Security Agreement are hereby deleted in their entirety and replaced with Exhibits A, B, C and D attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

GRANTOR:

KENSHOO LTD.

By: _____ 

Name: Igal Shany

Title: CFO

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as a sealed instrument under the laws of the Commonwealth of Massachusetts as of the date first above written.

GRANTOR:

KENSHOO LTD.

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Sam Scibilis

Name: Sam Scibilis

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	(CIP Application)	
Patent Application	US	13/633,923	2013-0085850	
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	14/299,012	(CIP Application)	
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 Issued	US	13/369,621	US 8,85,6130 (Patent No.)	A System, a Method and a Computer Program Product for Performance Assessment
Patent Application	US	14/472,898	(CIP Application)	A System, a Method and a Computer Program Product for Performance Assessment
Patent Application	US	14/555,758	(CIP Application)	Classification of Geographic Performance Data
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	Online Advertising Recommendation Engine
Patent Application	US	14/155,522	Unpublished	Temporal Budget Optimization in Online Advertising
Patent Application	US	14/551,212	(CIP Application)	Mutliple-Entity Temporal Budget Optimization in Online Advertising

Patent Application	US	14/036,494	Unpublished	Targeted Advertising in Social Networks
Patent Application	US	14/314,151	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
Patent Application	US	14/182,161	Unpublished	Trend Detection in Online Advertising
Provisional Patent Application	US	61/942,139	Unpublished	Cross-Channel Audience Segmentation
Provisional Patent Application	US	61/953958	Unpublished	Online Scheme Tree Change
Community Design	EU	001980855-0001	Published	(Timeline)
Patent Application	US	14/248295	Unpublished	Benchmark Online Advertising
Provisional Patent Application	US	61/983,004	Unpublished	Metric Monitoring in Social Advertising
Provisional Patent Application	US	62/003,100	Unpublished	Intent-Driven Targeting in Social Network Advertising
Patent Application	US	14/314,769	Unpublished	System and method for online advertising
Provisional Patent Application	US	62/040987	Unpublished	Call Conversion Optimization
Provisional Patent Application	US	62/051,050	Unpublished	Instant Online Advertising Campaign

EXHIBIT C

Trademarks

Status and type	Jurisdiction	Serial No.	Mark
Registered TM	Israel	198968	KAZAAM
Registered TM	Israel	207447	KENSHOO SEARCH
Registered TM	Israel	207448	KENSHOO SEARCH
Registered TM	Israel	207449	KENSHOO SEARCH
Registered TM	Israel	211979	KENSHOO
Registered TM	Israel	211980	KENSHOO
Registered TM	Israel	211983	PPTC
Registered TM	Israel	211984	PPTC
Registered TM	EU	006579627	KENSHOO SEARCH
Registered TM	US	4,105,945	KENSHOO
Registered TM	US	4,432,158	K (Stylized)
Registered TM	EU	11657277	KENSHOO
Registered TM	EU	11657368	K (Stylized)
TM Application	IL	263240	Kenshoo
TM Application (registered as International)	International (Designating AU, JP, CH)	1 216 070	Kenshoo
TM Application	IL	263241	K (new Stylized)
TM Application (registered as International)	International (Designating US, EU)	1 216 068	K (new Stylized)
	US	79152052	K (new Stylized)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None