

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM390080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KENSHOO LTD.		06/30/2016	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 Grove Street, Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4105945	KENSHOO	
<b>Registration Number:</b>	4432158		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F164057		
<b>NAME OF SUBMITTER:</b>	James Won		
<b>SIGNATURE:</b>	/James Won/		
<b>DATE SIGNED:</b>	07/01/2016		
<b>Total Attachments: 16</b>			
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source=Closing Copy - Intellectual Property Security Agreement (Israeli Borrower)#page16.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 30, 2016 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, in its capacity as agent, "Agent") 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 and **PARTNERS FOR GROWTH IV, L.P.** (each a "Lender", and collectively, "Lenders") have agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **KENSHOO, INC.**, a Delaware corporation with offices at 22 4<sup>th</sup> Street, San Francisco, California 94103 ("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 51 Great Marlborough Street, 4th Floor, London W1F 7JT, United Kingdom ("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 Amended and Restated Mezzanine Loan and Security Agreement by and among Agent, Lenders and Borrower dated as 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). Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Lenders.

B. Pursuant to the terms of the Loan Agreement and the Israeli Debenture, Grantor has granted to Agent, for the ratable benefit of Lenders, 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 Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Lenders, Grantor grants and pledges to Agent, for the ratable benefit of Lenders, 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;

(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 Agent.

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 Agent 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

AGENT:

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: \_\_\_\_\_

AGENT:

SILICON VALLEY BANK

By: *[Signature]*  
Name: Debra R. Quinn  
Title: Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.



EXHIBIT B

Patents

(see attached)

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Patents and Patent Applications owned by Kenshoo Ltd.

#Family	Type	Status	State	Application No.	Publication No.	Name of Invention
1	Utility patent application	Patent Issued	US	12/031,352	US 7,974,989 (Patent No.)	Computer Implemented System and Method for Enhancing Keyword Expansion
2.1	Continuation Application	Allowed	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
2.2	National Phase application	Abandoned	UK	1019905.7	GB 2473155	
3	Utility patent application	Pending	US	12/977,373	2011-0153411	A Method and System for Identification of an Online Purchase without Notification of Making the Purchase
4	Utility patent application	Patent Issued	US	13/032,075	US 8,407,247 (Patent No.)	A Universal Resource Locator Watchdog
5	Utility patent application	Abandoned	US	13/032,067	2011-0208738	A Method for Determining an Enhanced Value to Keywords Having Sparse Data
6.1	Utility patent application	Abandoned	US	13/198,357	2012-0036009	A Method for Efficiently Allocating an Advertising Budget Between Web Advertising Entities
6.2	PCT patent application	Abandoned	PCT	PCT/US2011/046615	WO/2012/021376	
6.3	Continuation Application	Pending	US	14/068,108	2014-0058785	
7	Utility patent application	Pending	US	13/633,923	2013-0085850	Location-Based Advertising for Roving Service Providers
8	Utility patent application	Abandoned	US	13/337,336	2013-0166376	Tracking Conversions of Applications Software Advertisements
9.1	Utility patent application	Pending	US	13/484,317	2013-0173382	Conversion Attribution for Earned Media

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9.2	Continuation Application	Abandoned	US	14/299,012	2014-0289038	
10.1	Utility patent application	Pending	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
10.2	Utility patent application	Pending	US	13/692,071	2013-0204700	System, Method And Computer Program Product for Prediction based on User Interactions History
11.1	Utility patent application	Patent Issued	US	13/369,621	US 8,856,130 (Patent No.)	A System, a Method and a Computer Program Product for Performance Assessment
11.2	Continuation-in-part application	Pending	US	14/472,898	2014-0372350	A System, a Method and a Computer Program Product for Performance Assessment
11.3	Continuation-in-part application	Pending	US	14/555,758	2015-0088636	Classification of Geographic Performance Data
12	Utility patent application	Abandoned	US	13/438,855	2013-0268360	Automatic Positioning of Elements in a Computer-Based Document
12.1	Continuation application	Abandoned	US	14/836,928	2015-0370803	Automatic Positioning of Elements in a Computer-Based Document
13	Utility patent application	Abandoned	US	13/913,551	2013-0339085	Identifying a Non-obvious Target audience for an Advertising Campaign
14	Utility patent application	Pending	US	14/029,488	Unpublished	Online Advertising Recommendation Engine
15.1	Utility patent application	Pending	US	14/155,522	2014-0200995	Temporal Budget Optimization in Online Advertising
15.2	Continuation-in-part application	Pending	US	14/551,212	2015-0081425	Multiple-Entity Temporal Budget Optimization in Online Advertising
16	Utility patent application	Pending	US	14/036,494	2014-0236715	Targeted Advertising in Social Networks

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17	Utility patent application	Abandoned	US	14/314,151	2014-0379464	Social Budget Allocator for Social Media Advertisement
18	Utility patent application	Abandoned	US	14/018,669	2015-0066634	A System, a Method and a Computer Program Product for Optimally Communicating Based on User's Historical Interaction and Performance Data
20	Utility patent application	Pending	US	14/182,161	2015-0170196	Trend Detection in Online Advertising
23	Community Design	Registered	EU	001980855-0001	Published	Computer Interfaces
24	Utility patent application	Pending	US	14/258,295	2015-0302471	Benchmark Online Advertising
25	Provisional patent application	Expired	US	61/983,004	Unpublished	Metric Monitoring in Social Advertising
25.1	Utility patent application	Pending	US	15/138,111	Unpublished	METRIC MONITORING IN SOCIAL ADVERTISING
26	Provisional patent application	Expired	US	62/003,100	Unpublished	Intent-Driven Targeting in Social Network Advertising
27	Utility patent application	Pending	US	14/314,769	2015-0379556	System and method for online advertising
28	Provisional patent application	Expired	US	62/040,087	Unpublished	Call Conversion Optimization
29	Provisional patent application	Expired	US	62/051,050	Unpublished	Instant Online Advertising Campaign
30	Utility patent application	Pending	US	14/623,738	2015-0235246	CROSS-CHANNEL AUDIENCE SEGMENTATION
31	Utility patent application	Pending	US	14/660,643	Unpublished	ONLINE SCHEMA TREE CHANGE

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32	Utility patent application	Pending	US	15/042,607	Unpublished	IDENTIFICATION OF SOFTWARE ROBOT ACTIVITY
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TRADEMARK  
REEL: 005827 FRAME: 0809

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EXHIBIT C


Trademarks

(see attached)

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Trademarks and Trademark Applications owned by Kenshoo Ltd.



Status and type	Jurisdiction	Serial No.	Mark	Classes
Registered TM	Israel	198968	KAZAAM	35
Registered TM	Israel	207447	KENSHOO SEARCH	9
Registered TM	Israel	207448	KENSHOO SEARCH	35
Registered TM	Israel	207449	KENSHOO SEARCH	42
Registered TM	Israel	211979	KENSHOO	35
Registered TM	Israel	211980	KENSHOO	42
Registered TM	Israel	211983	PPTC	35
Registered TM	Israel	211984	PPTC	42
Registered TM	EU	006579627	KENSHOO SEARCH	9,35 and 42
Registered TM	US	4,105,945	KENSHOO	35 and 42
Registered TM	US	4,432,158	K (Stylized) 	9, 35 and 42

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Registered TM	EU	11657277	KENSHOO	9, 35 and 42	
Registered TM	EU	11657368	K (Stylized) 	9, 35 and 42	
TM Registration	IL	263240	KENSHOO	9, 35 and 42	
TM Registration (registered as International)	International (Designating AU, JP, CN, IN, US, SG, MX)	1 216 070	KENSHOO	9, 35 and 42	
		AU (granted)			1647589
		JP (granted)			1 216 070
		CN (granted)			1 216 070
		IN (pending)			1 216 070
		US (pending)			79/186,088
TM Registration	IL	1 216 070	K (new Stylized) 	9, 35 and 42	
		SG (pending)			1 216 070
		263241			
TM application	IL	264697	addquant	9, 35, 38, 42	
TM Registration (registered as International)	International (Designating US, EU)	1 216 068	K (new Stylized)	9, 35 and 42	
	US (granted)	79152052			





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	EU (granted)	1 216 068	K	
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EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

1981361.2