

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KENSHOO LTD.		06/30/2016	Company: 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:	Darlena Bari Stark		
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:	F164507		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	07/01/2016		
Total Attachments: 16			
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page1.tif			
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page2.tif			
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page3.tif			

OP \$65.00 4105945

source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page4.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page5.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page6.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page7.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page8.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page9.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page10.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page11.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page12.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page13.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page14.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page15.tif
source=Closing Copy - Second Amendment to Intellectual Property Security Agreement#page16.tif

SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made 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 **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 by a certain First Amendment to Intellectual Property Security Agreement dated as of January 26, 2015 (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 an Eighth Loan Modification Agreement and (ii) entering into an Amended and Restated Mezzanine Loan and Security Agreement that replaces that certain Subordinated Loan and Security Agreement dated as of January 26, 2015.

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 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."

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 51 Great Marlborough Street, 4th Floor, London W1F 7JT, United Kingdom (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 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."

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 scaled 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: *Brendan P. Quinn*

Name: Brendan P. Quinn

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

(see attached)

Confidential information


GEYRA
GASSNER
— IP LAW —

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

6 June 2016

Confidential information


GEYRA
GASSNER
—IP LAW—

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

6 June 2016

Confidential information


GEYRA
GASSNER
— IP LAW —

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

6 June 2016

Confidential information



32	Utility patent application	Pending	US	15/042,607	Unpublished	IDENTIFICATION OF SOFTWARE ROBOT ACTIVITY
----	----------------------------	---------	----	------------	-------------	---

EXHIBIT C


Trademarks

(see attached)

Confidential information


GEYRA
GASSNER
— IP LAW —

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

6 June 2016

Confidential information

GEYRA
GASSNER
— IP LAW —



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		
	MX (pending)	1 216 070		
	SG (pending)	1 216 070		
TM Registration	IL	263241	K (new Stylized) 	9, 35 and 42
TM application	IL	264697	adquant	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		



GEYRA
GASSNER
—IP LAW—

Confidential information

	EU (granted)	1 216 068	K	
--	--------------	-----------	---	--

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

1981370.2