

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392884

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|---|---|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ETORO GROUP LIMITED | | 07/26/2016 | Company: VIRGIN ISLANDS, BRITISH |
| 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: | 4339100 | ETORO OPENBOOK | |
| Registration Number: | 3426140 | ETORO | |
| 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: | Stewart Walsh | | |
| 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: | F164513 | | |
| NAME OF SUBMITTER: | James Won | | |
| SIGNATURE: | /James Won/ | | |
| DATE SIGNED: | 07/28/2016 | | |
| Total Attachments: 5 | | | |
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of July 26, 2016, by and between **ETORO GROUP LIMITED**, a British Virgin Islands business company with its registered office at Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor and Bank entered into that certain Intellectual Property Security Agreement dated as of December 10, 2014 (as amended, the "IP Agreement"), pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral; and

WHEREAS, Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of Bank.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibit B. Exhibit B to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on said Exhibit B) the Intellectual Property Collateral set forth on Schedule 1 annexed hereto and incorporated herein by reference.
3. Amendment to Exhibit C. Exhibit C to the IP Agreement is hereby amended by adding thereto (in addition to all items already listed on said Exhibit C) the Intellectual Property Collateral set forth on Schedule 2 annexed hereto and incorporated herein by reference.
4. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. Grantor shall reimburse Bank for the legal fees and expenses incurred in connection with the preparation of this Amendment.

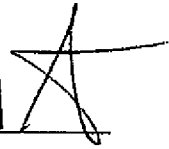
[signature page follows]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

ETORO GROUP LIMITED

By: eToro Group Limited



Name: Johnathan Alexander Assis

Title: CEO

"Bank"

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Grantor”

ETORO GROUP LIMITED

By: _____

Name: _____

Title: _____

“Bank”

SILICON VALLEY BANK

By: Sam Siskin

Name: Sam Siskin

Title: VP

Schedule 1

Patents

| <u>Description</u> | <u>Country</u> | <u>Registration/ Patent Number</u> | <u>Registration/ Application Date</u> |
|---|--------------------------|--|---|
| System And Method For Facilitating Social Trading | United States of America | App No. 14/427,718 | 09/11/2013 |
| Method of Mirror Trading And System Thereof | United States of America | App No. 62/301,702 | 03/01/2016 |

Schedule 2

Trademarks

| <u>Description</u> | <u>Country</u> | <u>Registration/ Trademark Number</u> | <u>Registration/ Application Date</u> |
|--------------------|--------------------------|---|---|
| ETORO OPENBOOK | United States of America | 4,339,100 | 05/21/2013 |
| ETORO | United States of America | 3,426,140 | 05/13/2008 |
| COPY.ME | United States of America | 4,204,246 | 09/11/2012 |
| COPYFUND | United States of America | 79180741 | 05/11/2015 |