

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397193

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Feedvisor Ltd.		08/25/2016	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Viola Credit Five (FV), Limited Partnership		
<b>Street Address:</b>	12 Abba Eben Blvd.		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	Limited Partnership: ISRAEL		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86493925	FEEDVISOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178970909		
<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>	6173106009		
<b>Email:</b>	dykemand@gtlaw.com		
<b>Correspondent Name:</b>	David J. Dykeman		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	David J. Dykeman		
<b>SIGNATURE:</b>	/David J. Dykeman, Reg. No. 46,678/		
<b>DATE SIGNED:</b>	09/01/2016		
<b>Total Attachments: 8</b>			
source=SecurityAgreement#page1.tif			
source=SecurityAgreement#page2.tif			
source=SecurityAgreement#page3.tif			
source=SecurityAgreement#page4.tif			
source=SecurityAgreement#page5.tif			
source=SecurityAgreement#page6.tif			

CH \$40.00 86493925

source=SecurityAgreement#page7.tif

source=SecurityAgreement#page8.tif

## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated August 25, 2016, is made by (i) **Feedvisor Ltd.** (the "**Grantor**"), a company organized under the laws of the State of Israel (Company No. 51-454357-8) with offices located at 126 Yigal Alon St., Tel-Aviv, Israel, and (ii) Viola Credit Five (FV), Limited Partnership, with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel (collectively, "**Viola Credit**"), which shall be represented exclusively hereunder by Viola Credit Five Management 2015 Ltd. (collectively, "**Viola Management**").

**WHEREAS**, Grantor and Viola Credit have entered into that certain Financing Agreement dated August 25, 2016 (the agreement, as amended from time to time, the "**Financing Agreement**"), to which a Floating Charge Agreement (the "**Floating Charge Agreement**") and a Fixed Charge Agreement (the "**Fixed Charge Agreement**"), executed by the Grantor and Viola Credit, were attached as exhibits; and

**WHEREAS**, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of Viola Credit and under the Fixed Charge Agreement, a fixed charge on the intellectual property of Grantor for the benefit of Viola Credit, and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required) on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

1. General. The Preamble to this Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Financing Agreement.
2. Grant of Security. Subject to, and without derogating from, the provisions of the Floating Charge Agreement and the Fixed Charge Agreement (collectively, the "**Charge Agreements**"), Grantor hereby grant to Viola Credit a security interest in and to all of such Grantor's right, title and interest (as set forth in the Charge Agreements) and to the following (the "**Collateral**"):
  - 2.1. all current and future United States patents and pending applications therefore owned by the Grantor, including but not limited to the patents and patent applications, set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");
  - 2.2. all current and future United States trademarks and service marks and pending applications thereof owned by the Grantor, including but not limited to the trademarks and service marks and trademarks and service marks applications, set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Trademarks**");
  - 2.3. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

2.4. any and all proceeds of the foregoing.

Section 2A. Termination. This IP Security Agreement shall terminate upon repayment in full of all amounts due to the Lender pursuant to the Transaction Agreements (as defined in the Financing Agreement) in accordance with the provisions of the Financing Agreement and the termination of the Financing Agreement. Upon such termination, Viola Management shall promptly execute any and all documents reasonably required by the Grantor in order to remove the charges and liens created pursuant to this IP Security Agreement and this IP Security Agreement shall expire.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred now or hereafter existing under or in respect of the Transaction Agreements or otherwise from the Grantor or any of its affiliates.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Financing Agreement and the Charge Agreements. The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, Viola Credit with respect to the Collateral are more fully set forth in the Financing Agreement and/or the Charge Agreements, as applicable and in the event of any contradiction between this IP Security Agreement and the Financing Agreement or the Charge Agreements, the provisions of the Financing Agreement or the Charge Agreements (as the case may be) will prevail.

Section 7. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement, shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Viola Credit have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FEEDVISOR LTD  
פיידויזר בע"מ  
514543570 ת.ד.

FEEDVISOR LTD.

By: Victor Rosenman  
Title: Victor Rosenman  
Name: CEO

VIOLA CREDIT FIVE (FV), LIMITED  
PARTNERSHIP

By: VIOLA CREDIT FIVE  
MANAGEMENT 2015 LTD.

By: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, Grantor and Viola Credit have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

\_\_\_\_\_  
**FEEDVISOR LTD.**

By: \_\_\_\_\_

Title \_\_\_\_\_

Name: \_\_\_\_\_

  
\_\_\_\_\_  
**VIOLA CREDIT FIVE (FV), LIMITED  
PARTNERSHIP**

By: VIOLA CREDIT FIVE  
MANAGEMENT 2015 LTD.

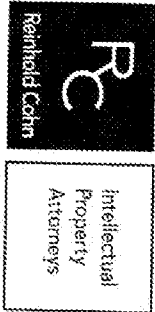
By \_\_\_\_\_

Title \_\_\_\_\_

SCHEDULE A

Patents and Patent Applications

Trademarks



**Reinhold Cohn & Partners**  
 26A Habarzel St., Tel-Aviv 69710, Israel  
 P.O.B. 13239, Tel-Aviv 61131, Israel  
 Tel. +972 3 7109333 Fax: +972 3 5506405  
 info@rcip.co.il, www.rcip.co.il

**FEEDVISOR LTD.**  
**STATUS REPORT – 08/06/2016**

Patents

**1. System and method for evaluating competition in a commerce-arena**

Country	App. No.	Our Ref.	Filed	Publication No.	Pub. Date	Next Renewal	Status/Next action
United States of America	14/951,761	2354633	25/11/2015				Application filed

Data associated with vendors, and with at least one supply item traded by the vendors in a trading arena, is used to generate metrics for quantifying competitiveness of one or more vendors with respect to the at least one supply item, thereby enabling to identify and rate effective competitors of a certain vendor.

**2. Profit Optimization In Pricing Of Products In E-Commerce**

Country	App. No.	Our Ref.	Filed	Publication No.	Pub. Date	Next Renewal	Status/Next action
United States of America		2404268					Pre-filed

Techniques for re-pricing a supply item having low, or no, competition in a trading arena by analyzing transaction data associated with the supply item to determine a profit prediction model usable for determining a profit maximizing price for the supply item.

**3. DYNAMIC RE-PRICING OF ITEMS ON ELECTRONIC MARKETPLACES AND/OR ONLINE STORES**

Country	App. No.	Our Ref.	Filed	Publication No.	Pub. Date	Next Renewal	Status/Next action
United States of America	14/207,909	2417110	13/03/2014	US 2014-0278804	18/09/2014		Published

Techniques for dynamically re-pricing a supply item using a state machine configured to execute a sale policy of a seller by selecting one or more price setting rules and modifying the price of the supply item accordingly.

Please note that this report is for internal use only and may not be relied on.





**Reinhold Cohn & Partners**  
 26A Habarzel St., Tel Aviv 69710, Israel  
 P.O.B. 13239, Tel Aviv 61131, Israel  
 Tel. +972 3 7109333 Fax. +972 3 5606405  
 info@rcip.co.il, www.rcip.co.il

**-STATUS REPORT- 09/06/2016**

**1. Trademark**  
**Feedvisor Ltd.**  
**FEEDVISOR THE ALGO COMMERCE COMPANY**

Country	App. No.	Our Ref.	Filed	Trademark No.	Class	Registration Date	Next Renewal	Status/Next action
Israel	276989	2365601	03/08/2015	276989	35,42	02/03/2016	03/08/2025	Registered - report will follow
International Registration - designating:	1289256	2390299	10/12/2015	1289256	35,42	10/12/2015	10/12/2025	Registered
European Community	1289256	2390309	10/12/2015		35,42			Published
United States of America	1289256 (79/183,264)	2390313	10/12/2015		35,42			Examination in progress; Response to Office Action to be filed: <b>Oct 01, 2016</b>

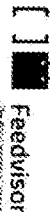
**2. Trademark**  
**Feedvisor The Algo-Commerce Company & Device (in B&W)**  
**Feedvisor Ltd.**  
 **Feedvisor**  
the algo-commerce company

Country	App. No.	Our Ref.	Filed	Trademark No.	Class	Registration Date	Next Renewal	Status/Next action
Israel	276990	2365616	03/08/2015	276990	35,42	02/03/2016	03/08/2025	Registered - report will follow

Please note that this report is for internal use only and may not be relied on.

**-STATUS REPORT-09/06/2016**

2. Trademark Feedvisor The Algo-Commerce Company & Device (in B&W)



Country	App. No.	Our Ref.	Filed	Trademark No.	Class	Registration Date	Next Renewal	Status/Next action
International Registration - designating:	1288069	2390321	10/12/2015	1288069	35,42	10/12/2015	10/12/2025	Registered
European Community	1288069	2390332	10/12/2015		35,42			Published
United States of America	1288069 (79/182,707)	2390344	10/12/2015		35,42			Examination in progress; Response to Office Action to be filed: Oct 01, 2016

4. Trademark Feedvisor Ltd. FEEDVISOR

Country	App. No.	Our Ref.	Filed	Trademark No.	Class	Registration Date	Next Renewal	Status/Next action
European Community	013529185	2365432	04/12/2014	013529185	35,41,42	16/04/2015	04/12/2024	Registered
United States of America	86/493925	2365415	01/01/2015		35,42			Published

02406949;12-01