

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TAYKEY LTD.		09/29/2016	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Company: JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4406511	TAYKEY	
Registration Number:	4406513	TAYKEY	
Registration Number:	4487341	T	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	aaron.lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	8 HARTOM STREET		
Address Line 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
ATTORNEY DOCKET NUMBER:	96088/23.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	10/26/2016		
Total Attachments: 7			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated September 29, 2016, is made by and between (i) Taykey Ltd. (the “**Grantor**”), a corporation organized under the laws of the State of Israel, with registered offices at 32 Maskit St., Herzliya 4673332, Israel, and (ii) Kreos Capital V (Expert Fund) L.P. (“**Kreos**”), a company incorporated in Jersey under registered number 2001 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated September 29, 2016 (the “**Loan Agreement**”), to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”), in each case executed by the Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office on any intellectual property owned by the Grantor 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:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the “**Charge Agreements**”), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as 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**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in **Schedule A** (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the “**Collateral**”). Schedule A shall be updated pursuant to the provisions of Section 3.8 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor and/or the application for, or acquisition of, any new Copyrights (whether registered or not), and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the payment of all money owed by Grantor to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements (the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

Section 6. 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.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, Grantor and Kreos 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.

TAYKEY LTD.

By: _____

Name: Carmit Tevet-Kuzy

Title: CFO

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor and Kreos 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.

TAYKEY LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

By: DAVID STEIN _____

Name: _____

Title: Director _____

SCHEDULE A

Patents:

Patent Applications:

Docket	Country	Status	Provisional	Application Number	Publication Number	Patent Number	Title	Inventors	Dates
TYK-001	US	Issued	61/316,844	13/050,515	20110238674	8,930,377	A System and Methods Thereof for Mining Web Based User Generated Content for Creation of Term Taxonomies	Amit Avner, Omer Dror, Itay Birnboim	Provisional: 24-mar-2010; Filed: 17-mar-2011; Published: 29-sep-2011; Allowed: 8-Sep-2014; Issued: 6-Jan-2015
TYK-001	PCT	expired		US2011/028846	2011/119410		A System and Methods Thereof for Mining Web Based User Generated Content for Creation of Term Taxonomies	Amit Avner, Omer Dror, Itay Birnboim	Filed: 17-mar-2011
TYK-002	US	Issued		13/214,588	2011/0302006	8,965,835	A Method for Analyzing Sentiment Trends Based on Term Taxonomies of User Generated Content	Amit Avner, Omer Dror, Itay Birnboim	Filed: 24-aug-2011; Published: 8-dec-2011; Allowed: 21-Oct-2014; Issued: 24-Feb-2015
TYK-003	US	Issued		13/482,473	20120239694	8,782,046	A Method for Predicting Future Trends Based on Term Taxonomies of User Generated Content	Amit Avner, Omer Dror	Filed: 29-may-2012; Published: 20-sep-12; Allowed: 9-Mar-2014; Issued: 15-Jul-2014
TYK-004	US	Issued		13/279,673	20120047174	9,183,292	A System and Methods Thereof for Real-Time Detection of an Indirect Connection Between Phrases	Amit Avner, Omer Dror, Itay Birnboim	Filed: 24-oct-2011; Published: 23-feb-2012; Allowed: 20-Jul-2015; Issued: 10-Nov-2015
TYK-005	US	pending		13/237,538	20120011158		A System and Methods Thereof for Real-Time Monitoring of a Sentiment Trend with Respect of a Desired Phrase	Amit Avner, Omer Dror, Itay Birnboim	Filed: 20-sep-2011; Published: 12-jan-2012
TYK-006	US	pending		13/225,055	20110313842		A System and Methods Thereof for Providing an Advertisement Placement Recommendation Based on Trends	Amit Avner, Omer Dror	Filed: 2-sep-2011; Published 22-dec-2012

TYK-007	US	pending	61/733,472	13/761, 247	20130151331		A System and Methods Thereof for an Adaptive Learning of Advertisements behavior and Providing a Recommendation Respective thereof	Amit Avner, Omer Dror, Eran Eldinger	Provisional: 5-Dec-2012; Non-provisional: 8-Feb-2013; Published: 13-Jun-2013
TYK-008	US	pending	61/725,120	13/709,396	2013103637		A System and Methods Thereof for Detection of Hidden Demographic Information Related to a User	Omer Dror, Nir Mizrahi	Provisional: 12-Nov-2012; Non-provisional: 10-Dec-2012; published: 25-apr-13
TYK-012	US	pending	61/720,529	13/860,276			An Apparatus and Method for Interfacing with a Plurality of Publishers	Amit Avner, Omer Dror	Provisional: 31-Oct-2012; Filed: 10-Apr-2013
TYK-014	US	Issued		14/272,081	20140244649	9,165,054	A Method for Predicting Future Trends Based on Term Taxonomies of User Generated Content	Amit Avner, Omer Dror	Filed: 7-May-2014; Published: 28-Aug-2014; Allowed: 2-Jun-2015; Issued: 20-Oct-2015
TYK-015	US	pending	62/033,358				A System and Method for Publishing Advertisements Over the Network	Amit Avner, Ofir Farchy, Ido Oizer	Provisional filed: 5-Aug-2014
TYK-016	US	pending	62/034,010				A System and Method Thereof for Tracking the Performance of Advertisements	Amit Avner	Provisional filed: 7-Aug-2014
TYK-017	US	pending		14/849,018			A Method for Predicting Future Trends Based on Term Taxonomies of User Generated Content	Amit Avner, Omer Dror	Filed: 9-Sep-2015
TYK-017	US	pending		14/872,701			System and Method for Detecting Hidden Connections Among Phrases	Amit Avner, Omer Dror, Itay Birnboim	Filed: 1-Oct-2015

Trademarks:

Trademark Owner	Site	Property	Trademark #	Status
Taykey, Inc.	USA	Taykey Name	4,406,511	In effect
Taykey, Inc.	USA	Taykey Logo	4,406,513	In effect
Taykey, Inc.	USA	Taykey Logo	4,487,341	In effect

Copyrights:

Unregistered Copyrights:

Domain Names:

- www.taykey.com.