

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clicktale Ltd.		12/07/2016	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 GROVE STREET		
Internal Address:	SUITE 2-200		
City:	NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77192344	CLICKTALE	
Serial Number:	86049810	CONVERTING BEHAVIOR TO BUSINESS	
Serial Number:	86049820	THE CLICKTALE 6P CYCLE	
Serial Number:	86109094	PRICELESS PLAN	
Serial Number:	86188816	CONVERT BEHAVIOR TO BUSINESS	
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:	Joanna McCall		
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:	F167054		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	12/07/2016		

OP \$140.00 77192344

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 7, 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 CLICKTALE LTD, a company organized under the laws of the State of Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) that certain Loan and Security Agreement by and among Grantor, CLICKTALE, INC, a Delaware corporation ("US Borrower") and CLICKTALE (UK) LIMITED, a company organized under the laws of England and Wales under company number 09855264 ("UK Borrower") and Bank dated as of April 5, 2016, as amended by that certain First Loan Modification Agreement dated as of July 14, 2016, and as further amended by that certain Second Loan Modification Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "Senior Loan Agreement") and (b) that certain Mezzanine Loan and Security Agreement by and among Grantor, US Borrower, UK Borrower and Bank dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the "Mezzanine Loan Agreement", and together with the Senior Loan Agreement, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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 Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

I. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank 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 Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement 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).


7. Termination. The security interest granted hereunder shall continue until the Obligations (other than inchoate indemnity obligations) are repaid in full in cash. Upon payment in full in cash of the Obligations and at such time as Bank's obligation to make Credit Extensions has terminated, Bank shall, at Grantor's sole cost and expense, release its Liens in the Collateral and all rights therein shall revert to Grantor.

[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:

CLICKTALK, LTD.

By:  Tawal Chomant
Title: CEO

WITNESSES:

SEBASTIAN VALENTIUS PAVAN

By:

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:

CLICKTALE LTD

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: John V. [Signature]

Title: Director

Exhibit A

Copyrights

None.

Exhibit B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND SYSTEM FOR TRACKING AND GATHERING MULTIVARIATE TESTING DATA	14/584,384	12/29/2014
A METHOD AND SYSTEM FOR TRACKING AND GATHERING MULTIVARIATE TESTING DATA	PCT/US14/72524	12/29/2014
A METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	13/888942	11/7/2014
A METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	13788087.8	10/27/2014
METHOD AND SYSTEM FOR GENERATING COMPARABLE VISUAL MAPS FOR BROWSING ACTIVITY ANALYSIS	14/484,726	9/12/2014
A METHOD AND SYSTEM FOR GENERATING COMPARABLE VISUAL MAPS FOR BROWSING ACTIVITY ANALYSIS	PCT/US14/55376	9/12/2014
METHOD AND SYSTEM FOR TRACKING AND GATHERING MULTIVARIATE TESTING DATA	61/922,342	12/31/2013
METHOD AND SYSTEM FOR GENERATING COMPARABLE EXPOSURE MAPS FOR BROWSING ACTIVITY ANALYSIS	61/877,452	9/13/2013
METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	13/888,942	5/7/2013
A METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	PCT/US13/39954	5/7/2013
METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	61/645,331	5/10/2012
METHOD AND SYSTEM FOR MONITORING AN ACTIVITY OF A USER	13/052,729	3/21/2011
METHOD AND SYSTEM FOR MONITORING AN ACTIVITY OF A USER	(11/687,652) 7,941,525	3/18/2007

Exhibit C

Trademarks

Country	Title	Mark	Filing Date	Serial/REG No.	Status
USA	ClickTale Ltd.	CLICKTALE	May 29, 2007	77192344	Registered
EU (CTM)	ClickTale Ltd.	CLICKTALE	May 23, 2012	010907178	Registered
USA	ClickTale Ltd.	Converting behavior to business	August 28, 2013	86049810	Registered
EU (CTM)	ClickTale Ltd.	Converting behavior to business	Sept 2, 2013	12108015	Registered
USA	ClickTale Ltd.	The clicktale 6p cycle	August 28, 2013	86049820	Registered
EU (CTM)	ClickTale Ltd.	The clicktale 6p cycle	January 28, 2014	012107851	Registered
USA	ClickTale Ltd.	Priceless plan	November 3, 2013	86109094	Registered
USA	ClickTale Ltd.	Convert behavior to business	February 9, 2014	86188816	Registered

1.1.

Exhibit D

Mask Works

None.