

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IRONSOURCE LTD		03/29/2018	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4797870	INSTALLCORE	
Registration Number:	4784340	IRONSOURCE	
Registration Number:	4767216	MOBILECORE	
Registration Number:	4981900	GAMEO	
Serial Number:	86624247	IRONSOURCE APPCLOUD	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F176281 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	03/30/2018		

OP \$140.00 4797870

Total Attachments: 6

source=Final - Trademark Security Agreement#page1.tif

source=Final - Trademark Security Agreement#page2.tif

source=Final - Trademark Security Agreement#page3.tif

source=Final - Trademark Security Agreement#page4.tif

source=Final - Trademark Security Agreement#page5.tif

source=Final - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of March 29, 2018, is made by and between **IRONSOURCE LTD.**, a company organized under the laws of the State of Israel (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered or applied for Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, to modify this Agreement without obtaining the Grantor's signature to such modification, only to the extent that such modification constitutes an amendment of Schedule A hereto, i.e. to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Recordation

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

5. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Jennie T. Bartlett
Title: Director

Address of Assignee:

Silicon Valley Bank
Alphabeta, 14-18 Finsbury Square
London
EC2A 1BR
United Kingdom
Attention: Tim Cussins
E-Mail: tcussins@svb.com

GRANTOR:

IRONSOURCE LTD

By: 

Name: Assaf Ben Ami, CFO

Title: ironSource Group

Mailing address:

ironSource Ltd
Azrieli Saron Tower
121 Menachem Begin Street
Tel Aviv 6701203, Israel
Attention: Tomer Bar-Zeev, CEO and Assaf
Ben Ami, CFO
E-Mail: tomer@ironsrc.com;
assaf@ironsrc.com

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006305 FRAME: 0556

SCHEDULE A – Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Registered Owner</u>	<u>Mark</u>
ironsource Ltd	USA	4797870	Registration Date: August 25, 2015 Filing Date: May 22, 2014	ironsource Ltd	InstallCore
ironsource Ltd	USA	Serial No. 86/624247	Filed: May 8, 2015 Publisher for opposition June 27, 2017	ironsource Ltd	ironSource AppCloud
ironsource Ltd	USA	4784340	Registration Date: August 4, 2015 Filing Date: May 22, 2014	ironsource Ltd	IRONSOURCE
ironsource Ltd	USA	4767216	Registration Date: July 7, 2015 Filing Date: May 22, 2014	ironsource Ltd	MobileCore
ironsource Ltd	USA	5215816	Registration Date: June 6, 2017 Filing Date: March 16, 2016	ironsource Ltd	Upopa
ironsource Ltd	USA	4981900	Registration Date: June 21, 2016 Filing Date: August 28, 2015	ironsource Ltd	GAMEO
ironsource Ltd	USA	4040299	Registration Date: October 18, 2011	ironsource Ltd	ALLMYAPPS

			Filing Date: August 12, 2010		
--	--	--	------------------------------------	--	--