

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KENSHOO LTD.		05/10/2018	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	14-18 FINSBURY SQUARE		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2A 1BR		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4105945	KENSHOO	
Registration Number:	4432158		
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@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
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:	F176958 MEZZ		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	05/10/2018		
Total Attachments: 15			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(MEZZANINE FACILITY)**

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of May 10, 2018 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR (“Bank”) and **KENSHOO LTD.**, a company organized under the laws of the State of Israel, with its principal place of business at 6 Ha’Barzel St., Tel Aviv, Israel (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **KENSHOO, INC.**, a Delaware corporation (“US Borrower”), and **KENSHOO (UK) LIMITED**, a company registered under the laws of England and Wales (“UK Borrower”) (Grantor, US Borrower and UK Borrower are jointly and severally, individually and collectively, “Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Mezzanine Loan and Security Agreement by and between Bank and Borrower dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, 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 Borrower to Bank.

B. Pursuant to the terms of the Loan Agreement and the Israeli Debenture, 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 Borrower’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower’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 and the Israeli Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Israeli Debenture 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, the Israeli Debenture 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. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of June 30, 2016, between Grantor and Bank, as amended.

[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:

KENSHOO LTD.

By: 

Name: Igal Shany

Title: CFO

Kenshoo Ltd.
513823682

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

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:

KENSHOO LTD.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK


By:  _____
Name: Jasmine Saadat
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

(see attached)

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Patents and Patent Applications owned by Kenshoo Ltd.

#Family	Type	Status	State	Application No.	Publication No.	Name of Invention
1	Utility patent application	Patent Issued	US	12/031,352	US 7,974,989 (Patent No.)	Computer Implemented System and Method for Enhancing Keyword Expansion
2.1	Continuation Application	Patent Issued	US	12/954,436	US 9,400,844 (Patent No.)	SYSTEM FOR FINDING WEBSITE INVITATION CUEING KEYWORDS AND FOR ATTRIBUTE-BASED GENERATION OF INVITATION-CUEING INSTRUCTIONS
2.2	Continuation Application	Pending	US	15/217,883	2016-0335362	
2.3	National Phase application	Abandoned	UK	1019905.7	GB 2473155	
3	Utility patent application	Abandoned	US	12/977,373	2011-0153411	Method and System for Identification of an Online Purchase without Notification of Making the Purchase
4	Utility patent application	Patent Issued	US	13/032,075	US 8,407,247 (Patent No.)	Universal Resource Locator Watchdog
5	Utility patent application	Abandoned	US	13/032,067	2011-0208738	Method for Determining an Enhanced Value to Keywords Having Sparse Data
6.1	Utility patent application	Abandoned	US	13/198,357	2012-0036009	Method for Efficiently Allocating an Advertising Budget Between Web Advertising Entities
6.2	PCT patent application	Expired	PCT	PCT/US2011/046615	WO/2012/021376	
6.3	Continuation Application	Abandoned	US	14/068,108	2014-0058785	
7	Utility patent application	Pending	US	13/633,923	2013-0085850	Location-Based Advertising for Roving Service Providers
8	Utility patent application	Abandoned	US	13/337,336	2013-0166376	Tracking Conversions of Applications Software Advertisements

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9.1	Utility patent application	Pending	US	13/484,317	2013-0173382	Conversion Attribution for Earned Media
9.2	Continuation Application	Abandoned	US	14/299,012	2014-0289038	Conversion Attribution for Earned Media
10.1	Utility patent application	Abandoned	US	13/598,925	2013-0231977	System, Method And Computer Program Product For Attributing A Value Associated With A Series Of User Interactions To Individual Interactions In The Series
10.2	Utility patent application	Abandoned	US	13/692,071	2013-0204700	System, Method And Computer Program Product for Prediction based on User Interactions History
10.3	Utility patent application	Pending	US	15/215,376	2016-0328739	ATTRIBUTION OF VALUES TO USER INTERACTIONS IN A SEQUENCE
11.1	Utility patent application	Patent Issued	US	13/369,621	US 8,856,130 (Patent No.)	System, a Method and a Computer Program Product for Performance Assessment
11.2	Continuation-in-part application	Pending	US	14/472,898	2014-0372350	System, a Method and a Computer Program Product for Performance Assessment
11.3	Continuation-in-part application	Pending	US	14/555,758	2015-0088636	Classification of Geographic Performance Data
12	Utility patent application	Abandoned	US	13/438,855	2013-0268360	Automatic Positioning of Elements in a Computer-Based Document
12.1	Continuation application	Abandoned	US	14/836,928	2015-0370803	Automatic Positioning of Elements in a Computer-Based Document
13	Utility patent application	Abandoned	US	13/913,551	2013-0339085	Identifying a Non-obvious Target audience for an Advertising Campaign
14	Utility patent application	Abandoned	US	14/029,488	Unpublished	Online Advertising Recommendation Engine
15.1	Utility patent application	Abandoned	US	14/155,522	2014-0200995	Temporal Budget Optimization in Online Advertising

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15.2	Continuation-in-part application	Abandoned	US	14/551,212	2015-0081425	Multiple-Entry Temporal Budget Optimization in Online Advertising
16	Utility patent application	Abandoned	US	14/036,494	2014-0236715	Targeted Advertising in Social Media Networks
17	Utility patent application	Abandoned	US	14/314,151	2014-0379464	BUDGET DISTRIBUTION IN ONLINE ADVERTISING
18	Utility patent application	Abandoned	US	14/018,669	2015-0066634	System, a Method and a Computer Program Product for Optimally Communicating Based on User's Historical Interaction and Performance Data
20	Utility patent application	Abandoned	US	14/182,161	2015-0170196	Trend Detection in Online Advertising
23	Community Design	Registered	EU	001980855-0001	Published	Computer Interfaces
24	Utility patent application	Pending	US	14/258,295	2015-0302471	BENCHMARKING IN ONLINE ADVERTISING
25	Provisional patent application	Expired	US	61/983,004	Unpublished	Metric Monitoring in Social Advertising
25.1	Utility patent application	Pending	US	15/138,111	2016-0314493	METRIC MONITORING IN SOCIAL ADVERTISING
26	Provisional patent application	Expired	US	62/003,100	Unpublished	Intent-Driven Targeting in Social Network Advertising
26.1	Utility patent application	Abandoned	US	14/721,368	2015-0348109	Intent-Driven Targeting in Social Network Advertising
27	Utility patent application	Abandoned	US	14/314,769	2015-0379556	System and method for online advertising
28	Provisional patent application	Expired	US	62/040,087	Unpublished	Call Conversion Optimization
29	Provisional patent application	Expired	US	62/051,050	Unpublished	Instant Online Advertising Campaign

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30	Utility patent application	Pending	US	14/623,738	2015-0235246	CROSS-CHANNEL AUDIENCE SEGMENTATION
31	Utility patent application	Patent Issued	US	14/660,643	US 9,779,118 (Patent No.)	LIVE DATABASE SCHEMA TREE CHANGE
32	Utility patent application	Pending	US	15/042,607	2016-0239863	IDENTIFICATION OF SOFTWARE ROBOT ACTIVITY

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EXHIBIT C

Trademarks

(see attached)

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Trademarks and Trademark Applications owned by Kenshoo Ltd.

Status and type	Jurisdiction	Serial No.	Mark	Classes
Registered TM	Israel	198968	KAZAAM	35
Registered TM	Israel	207447	KENSHOO SEARCH	9
Registered TM	Israel	207448	KENSHOO SEARCH	35
Registered TM	Israel	207449	KENSHOO SEARCH	42
Abandoned TM	Israel	211979	KENSHOO	35
Abandoned TM	Israel	211980	KENSHOO	42
Abandoned TM	Israel	211983	PPTC	35
Abandoned TM	Israel	211984	PPTC	42
Registered TM	EU	006579627	KENSHOO SEARCH	9,35 and 42
Registered TM	US	4,105,945	KENSHOO	35 and 42
Registered TM	US	4,432,158	K (Stylized) 	9, 35 and 42
Registered TM	EU	11657277	KENSHOO	9, 35 and 42

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Registered TM	EU	11657368	K (Stylized) 	9, 35 and 42
TM Registration	IL	263240	KENSHOO	9, 35 and 42
TM Registration (registered as International)	International (Designating AU, JP, CN, IN, US, SG, MX)	1 216 070	KENSHOO	9, 35 and 42
	AU (granted)	1647589		
	JP (granted)	1 216 070		
	CN (granted)	1 216 070		
	IN (pending)	1 216 070		
	US (granted)	5,019,958		
	MX (granted)	1 216 070		
SG (granted)	1 216 070			
TM Registration	IL	263241	K (new Stylized) 	9, 35 and 42
TM Registration	IL	264697	adquant	9, 35, 38, 42
TM Registration (registered as International)	International (Designating US, EU)	1 216 068	K (new Stylized) 	9, 35 and 42
	US (granted)	4,718,649		
	EU (granted)	1 216 068		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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