

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLICKTALE LTD.		06/14/2018	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Limited Partnership: JERSEY		
PROPERTY NUMBERS Total: 6			
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	
Serial Number:	86922643	LIGHT UP THE DIGITAL WORLD	
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:	96088/34.995		
NAME OF SUBMITTER:	Aaron Lewin		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	06/28/2018		
Total Attachments: 10			

OP \$165.00 77192344

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated June 14, 2018, is made by and between (i) Clicktale Ltd., a corporation organized under the laws of the State of Israel, with registered offices at 2 Jabotinsky St., Ramat Gan 5250501, Israel (the “**Grantor**”), 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; and

WHEREAS, Kreos, the Grantor, Clicktale Inc. (“**US Subsidiary**”) and Clicktale (UK) Limited (“**UK Subsidiary**”) (Grantor, US subsidiary and UK Subsidiary together shall be referred herein as the “**Borrower**”) have entered into that certain Agreement for the provision of a loan facility dated June 14, 2018 (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 Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture – Floating Charge, Grantor has agreed, among other things, subject to the Intercreditor Agreement (as defined in the Loan Agreement), 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, subject to the Intercreditor Agreement (as defined in the Loan Agreement), 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 (the “**USPTO**”) 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, the Debenture - Fixed Charge and the Intercreditor Agreement, (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 payment of all money and liabilities owed or incurred by the Borrower 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 records 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.

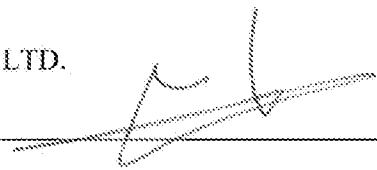
Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court. Provided, however, that Kreos shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall automatically 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 with 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.

CLICKTALE LTD.

By: _____ 

Name: W. A. BENTLEY CEO

Title: CEO

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: Raoul Stein

Title: General Partner

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.

CLICKTALE LTD.

By: _____

Name: _____

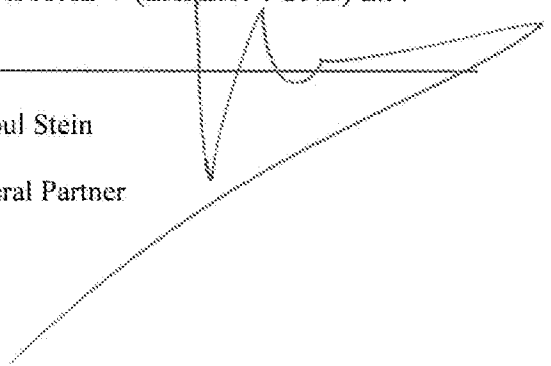
Title: _____

KREOS CAPITAL V (EXPERT FUND) L.P.

By: _____

Name: Raoul Stein

Title: General Partner

A handwritten signature in black ink, appearing to be 'Raoul Stein', is written over the signature line for Kreos Capital V. The signature is stylized and slanted upwards to the right.

SCHEDULE A

List of Clicktale Ltd.'s trademarks:

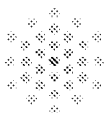
Country	Title	Mark	Filing Date	Serial/REG No.	Status
USA	ClickTale Ltd.	CLICKTALE	May 29, 2007	77192344	Registered
EU (CTM)	ClickTale Ltd.	CLICKTALE	May 23, 2012	010907178	Registered
USA	ClickTale Ltd.	Converting behavior to business	August 28, 2013	86049810	Registered
EU (CTM)	ClickTale Ltd.	Converting 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
USA	ClickTale Ltd.	Light Up the Digital World	February 29, 2016	86922643	Approved for publication on March 7, 2017





List of Clicktale Ltd.'s domain names:

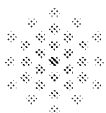
Domain Name
AJAXANALYTICS.COM
CLICKTAIL.COM
CLICKTALE.CO
CLICKTALE.CO.UK
CLICKTALE.COM
CLICKTALE.COM.MX
CLICKTALE.ES
CLICKTALE.FR
CLICKTALE.IT
CLICKTALE.NET
CLICKTALEANALYTICS.COM
CLICKTALE-ANALYTICS.COM
CLICKTALES.COM
CLICTALE.COM
CLICKTALE-SAMPLES.COM
CLICKTALE.ORG
CLICKTALEPARTNERS.COM
FLIGHTRECORDER.CO
NOOKLOOK.COM
ELECTROMAVEN.COM
NORDICMODE.COM





Licenses to use trademarks, patents and copyrights of others: In the ordinary course of business and as part of Clicktale Ltd.'s standard subscription agreements, cooperation agreements (referrals, marketing, open sources, etc.)

Licenses, permits (including environmental), authorizations, or certifications issued by federal, state, or local governments issued to the Company and/or its subsidiaries or with respect to their assets, properties, or businesses: Certain production facilities of the Clicktale Ltd. were granted the status of a "Benefited Enterprise" and as such are entitled to tax benefits pursuant to the provisions of the Law for the Encouragement of Capital Investments, 1959.



AttorneyRef	Title	PriorityDate	FilingDate	ApplicationNum	PatentNum	Type	Status
CLICK P0207	METHOD AND SYSTEM FOR MONITORING AN ACTIVITY OF A USER	4/1/2006	3/18/2007	11/687,652	7,941,525	Utility: Non-Provisional	Issued
CLICK P0207C1	METHOD AND SYSTEM FOR MONITORING AN ACTIVITY OF A USER	4/1/2006	3/21/2011	13/052,729	9,508,081	Utility: Divisional	Issued
CLICK P0207C2	METHOD AND SYSTEM FOR MONITORING AN ACTIVITY OF A USER	4/1/2006	11/22/2016	15/358,842		Utility: Continuation	Published
CLICK P0208	METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	5/10/2012	5/7/2013	13/888,942		Utility: Non-Provisional	Published
CLICK P0208EP	A METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	5/7/2013	10/27/2014	13788087.8		Utility: Foreign	Pending
CLICK P0208JP	A METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	5/7/2013	11/7/2014	2015-511627	6294307	Utility: Foreign	Issued
CLICK P0208P	METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	5/10/2012	5/10/2012	61/645,331		Utility: Provisional	Expired
CLICK P0208PCT	A METHOD AND SYSTEM FOR MONITORING AND TRACKING BROWSING ACTIVITY ON HANDLED DEVICES	5/10/2012	5/7/2013	PCT/US13/39954		Utility: PCT	Published
CLICK P0209	METHOD AND SYSTEM FOR GENERATING COMPARABLE VISUAL MAPS FOR BROWSING ACTIVITY ANALYSIS	9/13/2013	9/12/2014	14/484,726		Utility: Non-Provisional	Published
CLICK P0209EP	A METHOD AND SYSTEM FOR GENERATING COMPARABLE VISUAL MAPS FOR BROWSING ACTIVITY ANALYSIS	9/13/2013				Utility: Foreign	Closed
CLICK P0209P	METHOD AND SYSTEM FOR GENERATING COMPARABLE EXPOSURE MAPS FOR BROWSING ACTIVITY ANALYSIS	9/13/2013	9/13/2013	61/877,452		Utility: Provisional	Expired
CLICK P0209PCT	A METHOD AND SYSTEM FOR GENERATING COMPARABLE VISUAL MAPS FOR BROWSING ACTIVITY ANALYSIS	9/13/2013	9/12/2014	PCT/US14/55376		Utility: PCT	Published
CLICK P0210	METHOD AND SYSTEM FOR TRACKING AND GATHERING MULTIVARIATE TESTING DATA	12/31/2013	12/29/2014	14/584,384	9,792,365	Utility: Non-Provisional	Issued
CLICK P0210P	METHOD AND SYSTEM FOR TRACKING AND GATHERING MULTIVARIATE TESTING DATA	12/31/2013	12/31/2013	61/922,342		Utility: Provisional	Expired
CLICK P0210PCT	A METHOD AND SYSTEM FOR TRACKING AND GATHERING MULTIVARIATE TESTING DATA	12/31/2013	12/29/2014	PCT/US14/72524		Utility: PCT	Published
CLICK P0954	Field Analytics					Utility: Non-Provisional	Unfiled

AttorneyRef	Title	PriorityDate	FilingDate	ApplicationNum	PatentNum	Type	Status
CLCK P0955	SYSTEM AND METHOD ANALYZING ACTUAL BEHAVIOR OF WEBSITE VISITORS	10/19/2017	10/19/2017	15/788,323		Utility: Non-Provisional	Pending
CLCK P0956	Noise Reduction					Utility: Non-Provisional	Unfiled
CLCK P0957	Search and Quantify					Utility: Non-Provisional	Unfiled