

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/18/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Clicktale Ltd.		
Street Address:	2 Jabotinsky St, Amot Atrium Building		
City:	Ramat Gan		
State/Country:	ISRAEL		
Postal Code:	5250501		
Entity Type:	Limited Corporation: ISRAEL		
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:			
<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:	212-479-6438		
Email:	trademarks@cooley.com		
Correspondent Name:	Izzy Lubarsky		
Address Line 1:	1299 Pennsylvania Avenue NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		
DATE SIGNED:	07/16/2019		
Total Attachments: 18			
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CH \$140.00 77192344

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26 ביוני, 2018

באמצעות בירוקל

לכבוד :
רשם החברות
חשלושה 2
תל-אביב

א.ג.א

הנדון: קליקטיל בע"מ – ח.פ. 8-384388-51 ("החברה")

אני פונה אליכם כיועצת משפטית בחברה בבקשה להסרת כל השעבודים הרשומים לטובת Silicon Valley Bank בחתום למכתב המצייב למכתב זה.

אודה לכם על עדכון רשומותיכם בחתום.

אשמח לעמוד לרשותכם בכל שאלה בעניין זה בסלפון נייד מספר 0544850134 או במייל : yael.barnoy@clicktale.com.

בכבוד רב,
יעל בר-נוי, עו"ד
קליקטיל בע"מ

Silicon Valley Bank
[Handwritten Signature]

DATE

- 1. [REDACTED]
- 2. [REDACTED]
- 3. [REDACTED]
- 4. [REDACTED]
- 5. [REDACTED]
- 6. [REDACTED]

NOTE: [REDACTED]

DATE

9446726
[REDACTED]

21.6.18



Clicktale
Answer Anything

June 26, 2018

Ministry of Justice – Registrar Association Tel Aviv
2 Hashlosa st.,
Tel-Aviv - Jaffa.
Israel
(Sent by Birokal)

Dear Sir or Madam,

Re: Clicktale Ltd 51-384388 (See below "The Company")

As the legal advisor at the company I would like to request the removal of all pledges registered in favor of *Silicon Valley Bank* accordance with the letter attached hereto to this letter.

I would appreciate if you could update your records accordingly.

It would be my pleasure to continue assisting you in this case via cell 0544850134 or by email:
yael.barnoy@clicktale.com

Sincerely yours,

Attorney Yael Bar-Noy

Clicktale Ltd.

SVB- Silicon Valley Bank

June 21, 2018

Ministry of Justice - Registrar of Companies and Partnerships Jerusalem

39 Yirmiyahu St.,

Migdalei Habira, Building 1, 10th floor.

Jerusalem 9446724

Israel

Dear Sir or Madam,

Re: Pledges Removal - Clicktale Ltd 51-384388 (See below "The Company")

We are honored to write to you as follows:

1. We would request from you to remove pledge number 15 from your records, that was created in favor of the signed below on April 5, 2016 and was filed on April 10, 2016.
2. We would request from you to remove pledge number 16 from your records, that was created in favor of the signed below on April 5, 2016 and was filed on May 24, 2016.
3. We would request from you to remove pledge number 17 from your records, that was created in favor of the signed below on December 7, 2016 and was filed on December 20, 2016.
4. We would request from you to remove pledge number 18 from your records, that was created in favor of the signed below on December 7, 2016 and was filed on December 20, 2016.
5. We would appreciate if you could update your records accordingly.
6. Further, please send us and the company as soon as possible a letter confirmation for the pledges removal as detailed in this letter.

Sincerely,

Silicon Valley Bank



Silicon Valley Bank

6/18/2018

Clicktale Ltd.
Clicktale UK Ltd.
Clicktale Inc.
2 Embarcadero Center
San Francisco, CA 94111
Attn: Nir Ackerman (CFO)

Re: Pay-Off Letter

Dear Nir:

We refer to the Loan and Security Agreement dated as of 4/5/2016 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Clicktale Ltd., ("Borrower"), Clicktale UK Ltd., ("Co-Borrower"), Clicktale Inc., ("Co-Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of 6/14/2018 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

CFD Revolver Principal	\$4,500,000.00
CFD Revolver Interest	\$ 9,750.00
CFD Unused Line Fee	\$ 45.138
Statement Fee	\$ 15.00
Term Loan #2626 Principal	\$4,000,000.00
Term Loan #0879 Principal	\$1,500,000.00
Term Loan #3366 Principal	\$2,500,000.00
Term Loan #2626 Interest	\$ 17,333.33
Term Loan #0879 Interest	\$ 6,500.00
Term Loan #3366 Interest	\$ 10,833.33
Total Amount Owing	\$12,544,476.8

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$3,420.14. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA Routing No. 121140399
Account No. 3300764394
Reference: CLICKTALE INC. - PAYOFF

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: Kelly [Signature]
Name: Kelly [Signature]
Title: VP

Acknowledged by:

CLICKTALE Ltd.
By: [Signature]
Name: Nir Achenman Tuval Chomut
Title: CEO CEO

CLICKTALE UK LTD.
By: [Signature]
Name: Nir Achenman Tuval Chomut
Title: CEO CEO

CLICKTALE INC.
By: [Signature]
Name: Nir Achenman Tuval Chomut
Title: CEO CEO

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____

TRADEMARK

REEL: 006694 FRAME: 0420

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		

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REEL: 006694 FRAME: 0421

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:

TRADEMARK

REEL: 006694 FRAME: 0423

(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:

CHICKADEE LTD.

 David Chomut
CEO

WITNESSES:

SUBSCRIBING COMPANY:

DATE:

FILE:

TRADEMARK

REEL: 006694 FRAME: 0426

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: *Jerome P. Finn*

Title: Director

TRADEMARK

REEL: 006694 FRAME: 0427

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/US14/58376	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

TRADEMARK

REEL: 006694 FRAME: 0429

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.