

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEEDVISOR LTD		12/05/2019	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4991145	FEEDVISOR	
Serial Number:	88292871	RAZ	
Serial Number:	88370017	PRODUCTSPHERE	
Serial Number:	88370031	FV	
Serial Number:	88500192	BRANDSPHERE	
Serial Number:	88500206	COMPETITIVESPHERE	
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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
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:	1161276 TM		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		

OP \$165.00 4991145

DATE SIGNED:	12/09/2019
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Total Attachments: 7

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- source=Feedvisor Ltd - Amendment to IPSA#page2.tif
- source=Feedvisor Ltd - Amendment to IPSA#page3.tif
- source=Feedvisor Ltd - Amendment to IPSA#page4.tif
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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of December 5, 2019, by and between **FEEDVISOR LTD**, a company organized under the laws of the State of Israel, with its principal place of business at Ze'ev Jabotinsky Rd 2., Ramat Gan, 5250501, Israel ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of August 31, 2017 (as amended, the "IP Agreement") in favor of Bank, pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral; and

WHEREAS, Grantor and Bank wish to amend the provisions of the IP Agreement as set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined herein shall have the same meaning herein as in the IP Agreement.
2. Amendment to Recital A. Recital A of the IP Agreement is hereby amended by deleting the text "in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (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)"

and inserting in lieu thereof the text:

"in the amounts and manner set forth in that certain Loan and Security Agreement dated August 31, 2017, as modified by that certain First Loan Modification Agreement by and among Bank and Borrower dated as of December 5, 2019 (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)"

3. Exhibit B to the IP Agreement is hereby replaced by Exhibit A to this Amendment.
4. Exhibit C to the IP Agreement is hereby replaced by Exhibit B to this Amendment.
5. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement (including its exhibits) remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.

- b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

FEEDVISOR LTD

By: [Signature]

Name: RAFFY WELCHMAN

Title: CEO

"Bank"

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

{Signature page - First Amendment to Intellectual Property Security Agreement - Feedvisor Ltd - dated
____, 2019}

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

FEEDVISOR LTD

By: _____

Name: _____

Title: _____

"Bank"

SILICON VALLEY BANK

By:  _____

Name: David St. Lawrence

Title: Vice President

[Signature page - First Amendment to Intellectual Property Security Agreement -- Feedvisor Ltd - dated
____, 2019]

EXHIBIT A

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Patent "System and Method for evaluating competition in a commerce-arena" (062117)	App. No. 14/951,761	25/11/2015
Patent "PROFIT OPTIMIZATION FOR PRICING OF PRODUCTS IN ONLINE TRADING ARENAS" (062468)	App. No. 15/209,972	14/07/2016
Patent "DYNAMIC RE-PRICING OF ITEMS ON ELECTRONIC MARKETPLACES AND/OR ONLINE STORES" (062556)	US Patent No. 10,332,139 (App. No. 14/207,909)	25/06/2019 (13/03/2014)
Patent "DYNAMIC RE-PRICING OF ITEMS ON ELECTRONIC MARKETPLACES AND/OR ONLINE STORES" (062556)	Continuation App. No. 16/406,145	13/03/2014
Patent "System for Optimization of Online Retailer's Business Performance Over Multiple Supply and Selling Channels" (062976)	-	Pre-filed

EXHIBIT B

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Device (FEEDVISOR CREST, B&W)	291796	06/06/2017
Device (FEEDVISOR CREST, B&W)	1357890	06/06/2017
Device (FEEDVISOR CREST, B&W)	1357890	04/01/2018
Device (FEEDVISOR CREST, B&W)	1357890 (5,398,754)	13/02/2018
FEEDVISOR	013529185	16/04/2015
FEEDVISOR	4,991,145	05/07/2016
FEEDVISOR	303467	02/07/2018
FEEDVISOR THE ALGO COMMERCE COMPANY	276989	02/03/2016
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256	10/12/2015
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256	28/12/2016
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256 (5,093,411)	06/12/2016
Feedvisor the Algo-Commerce Company & Device (in B&W)	276990	02/03/2016
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069	10/12/2015
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069	20/12/2016
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069 (5,084,336)	22/11/2016
RAZ	88/292,871	07/02/2019
PRODUCTSPHERE	88/370,017	03/04/2019
Fv (Stylized, B&W)	88/370,031	03/04/2019
BRANDSPHERE		

COMPETITIVESPHERE

88/500,192

03/07/2019

88/500,206

03/07/2019