

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLAYBUZZ LTD		02/10/2020	Company: 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: 2			
Property Type	Number	Word Mark	
Serial Number:	88678918	EX·CO	
Serial Number:	88578010	EXCO	
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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
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:	1186260 TM		
NAME OF SUBMITTER:	Sarah Mackin		
SIGNATURE:	/Sarah Mackin/		
DATE SIGNED:	02/12/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of **February 10 5, 2020** 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 **PLAYBUZZ LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 5 Aluf Kalman Magen St., Building A, 1st Floor, Tel Aviv, 6107077, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **PLAYBUZZ UK LIMITED**, a company organized under the laws of the England and Wales ("UK Borrower") and **PLAY BUZZ INC.**, a Delaware corporation ("US Borrower") (Grantor, UK Borrower and US Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") 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). 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 under the Loan Documents.

B. Pursuant to the terms of the Loan Agreement and the ISR Debenture(s), 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 under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank under the Loan Documents, 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 ISR Debenture(s), each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the ISR Debenture(s) 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 ISR Debenture(s) 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 terminate automatically upon the termination of Bank's security interest granted under the Loan Agreement and the ISR Debenture(s). Upon such termination, Bank shall, at Grantor's sole cost and expense, execute all documents and other instruments as may be necessary to evidence the termination of the security interest granted hereunder.

[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:

מ"ע 514797216
PlayBuzz LTD
514797216 -ג.מ

PLAYBUZZ LTD
By: 
Name: Yoram Lubinski
Title: CFO

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:

PLAYBUZZ LTD

By: _____
Name: Yaniv Lubinski
Title: CFO

BANK:

SILICON VALLEY BANK

By: _____
Name: Michaela Benda
Title: vice president

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Country</u>
SYSTEMS AND METHODS FOR PLAYING VIDEOS	WO 2017/098496	June 15, 2017	PCT
SYSTEMS AND METHODS FOR PLAYING VIDEOS	2017/0168697	October 27, 2016	USA CIP (Track 1)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Country</u>	<u>Additional Territories</u>
PlayBuzz (logo)	269810	November 11, 2014	Israel	
PlayBuzz (logo)	4,948,658	May 3, 2016	USA	Israel (Registration No. 274349) European Union (No. 1264074)
Playful Content	4,975,313	May 3, 2016	USA	Israel (Registration No. 269811)
PlayBuzz (text)	4,948,540	June 14, 2016	USA	Israel (Registration No. 269812) European Union (No. 1250116)
PlayBuzz (logo)	5,398,568	June 21, 2016	USA	Israel (Registration No. 285809) European Union (No. 1336920)
PlayBuzz (logo)	5,435,384	June 21, 2016	USA	Israel (Registration No. 285810) European Union (No. 1337189)
EX.CO (text)	319605 (pending)	August 14, 2019	Israel	European Union (# 018108058) United Kingdom (# 3421367) USA (#88/578010)
EX.CO (logo)	88678918	November 4, 2019	USA	TBD

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.