

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578056

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FEEDVISOR LTD		03/26/2020	Company: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 Grove Street		
<b>Internal Address:</b>	Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4991145	FEEDVISOR	
<b>Serial Number:</b>	88292871	RAZ	
<b>Serial Number:</b>	88370017	PRODUCTSPHERE	
<b>Serial Number:</b>	88370031	FV	
<b>Serial Number:</b>	88500192	BRANDSPHERE	
<b>Serial Number:</b>	88500206	COMPETITIVESPHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1225425 TM		
<b>NAME OF SUBMITTER:</b>	Sarah Mackin		

OP \$165.00 4991145

<b>SIGNATURE:</b>	/Sarah Mackin/
<b>DATE SIGNED:</b>	05/26/2020
<b>Total Attachments: 7</b> source=SHIBOLET#1v2_E.10 Feedvisor - Amendent to IPSA (ISR) - Fully Executed#page1.tif source=SHIBOLET#1v2_E.10 Feedvisor - Amendent to IPSA (ISR) - Fully Executed#page2.tif source=SHIBOLET#1v2_E.10 Feedvisor - Amendent to IPSA (ISR) - Fully Executed#page3.tif source=SHIBOLET#1v2_E.10 Feedvisor - Amendent to IPSA (ISR) - Fully Executed#page4.tif source=SHIBOLET#1v2_E.10 Feedvisor - Amendent to IPSA (ISR) - Fully Executed#page5.tif source=SHIBOLET#1v2_E.10 Feedvisor - Amendent to IPSA (ISR) - Fully Executed#page6.tif source=SHIBOLET#1v2_E.10 Feedvisor - Amendent to IPSA (ISR) - Fully Executed#page7.tif	

**SECOND AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of March 26, 2020, 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 by that certain First Amendment to Intellectual Property Security Agreement dated December 5, 2019 (collectively, 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 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)"

and inserting in lieu thereof the text:

"in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of March 26, 2020 (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 B to this Amendment.
4. Exhibit C to the IP Agreement is hereby replaced by Exhibit C 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: RAMI URSUMER

Title: CEO

"Bank"

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature page - Second Amendment to Intellectual Property Security Agreement -- Feedvisor Ltd]

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: \_\_\_\_\_  
DocuSigned by:  
*David St. Lawrence*

Name: \_\_\_\_\_  
3C755153B952493...

Title: Vice President

[Signature page - Second Amendment to Intellectual Property Security Agreement -- Feedvisor Ltd]

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
System and Method for evaluating competition in a commerce-arena	App.No. 14/951,761	November 25, 2015
PROFIT OPTIMIZATION FOR PRICING OF PRODUCTS IN ONLINE TRADING ARENAS	App.No. 15/209,972	July 14, 2016
DYNAMIC RE-PRICING OF ITEMS ON ELECTRONIC MARKETPLACES AND/OR ONLINE STORES	US Patent No. 10,332,139 (App. No. 14/207,909)	June 25, 2014
DYNAMIC RE-PRICING OF ITEMS ON ELECTRONIC MARKETPLACES AND/OR ONLINE STORES	Continuation App. No. 16/406,145	March 13, 2014
INVENTORY MANAGEMENT TECHNIQUES, SYSTEM AND METHOD	-	Never filed

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
Device (FEEDVISOR CREST, B&W)	291796	06/06/2017	Israel
Device (FEEDVISOR CREST, B&W)	1357890	06/06/2017	International
Device (FEEDVISOR CREST, B&W)	1357890	04/01/2018	European Union
Device (FEEDVISOR CREST, B&W)	1357890 (5,398,754)	13/02/2018	USA
FEEDVISOR	013529185	16/04/2015	European Union
FEEDVISOR	4,991,145	05/07/2016	USA
FEEDVISOR	303467	02/07/2018	Israel
FEEDVISOR THE ALGO COMMERCE COMPANY	276989	02/03/2016	Israel
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256	10/12/2015	International
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256	28/12/2016	European Union
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256 (5,093,411)	06/12/2016	USA
Feedvisor the Algo-Commerce Company & Device (in B&W)	276990	02/03/2016	Israel
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069	10/12/2015	International
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069	20/12/2016	European Union
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069 (5,084,336)	22/11/2016	USA



Bracket and briefcase design	79213305	06/06/2017	USA
RAZ	88/292,871	07/02/2019	USA
PRODUCTSPHERE	88/370,017	03/04/2019	USA
Fv (Stylized, B&W)	88/370,031	03/04/2019	USA
BRANDSPHERE	88/500,192	03/07/2019	USA
COMPETITIVESPHERE	88/500,206	03/07/2019	USA