

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598921

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Interest - Mezz loan		
RESUBMIT DOCUMENT ID:	900565841		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kenshoo Ltd.		05/21/2020	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85888919		
Serial Number:	77761689	KENSHOO	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	09/22/2020		
Total Attachments: 9			
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**AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

(MEZZANINE FACILITY)

This amendment dated effective as of May 21, 2020 (this “**Amendment**”) amends that certain Amended and Restated Intellectual Property Security Agreement, dated as of May 10, 2018, by and between **SILICON VALLEY BANK**, a California corporation (the “**Bank**”), and **KENSHOO LTD**, a company organized under the laws of the State of Israel (the “**Grantor**”) (as may be amended from time to time, the “**IP Security Agreement**”). Capitalized terms used herein but not otherwise defined shall have the meaning given to such terms in the IP Security Agreement.

RECITALS

WHEREAS, the Grantor, Bank and **KENSHOO, INC.**, a Delaware corporation, and **KENSHOO (UK) LIMITED**, a company registered under the laws of England and Wales, are parties to that certain Second Amended and Restated Mezzanine Loan and Security Agreement dated as of May 10, 2018 (as may be amended from time to time, the “**Loan Agreement**”) pursuant to which the Bank made loans to the Grantor which are secured by the collateral described in the IP Security Agreement; and

WHEREAS, the Grantor and the Bank now desire to amend the IP Security Agreement to, among other things, grant a security interest in additional intellectual property acquired since the effective date of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exhibit B (Patents) to the IP Security Agreement is hereby replaced in its entirety with Exhibit B (Patents) attached hereto.
2. Exhibit C (Trademarks) to the IP Security Agreement is hereby replaced in its entirety with Exhibit C (Trademarks) attached hereto.
3. This Amendment shall be governed by and construed under the laws of the United States and the Commonwealth of Massachusetts in all respects as such laws are applied to agreements among Massachusetts residents entered into and performed entirely within Massachusetts.
4. This Amendment shall be binding upon the Grantor and its successors and assigns and inure to the benefit of the Bank and its successors and assigns.
5. This Amendment, together with the IP Security Agreement, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof as a complete and final integration thereof.
6. Except as specifically otherwise modified herein, the IP Security Agreement as previously executed remains in full force and effect.

7. This Amendment may be executed in one or more counterparts (including, without limitation, facsimile and electronic signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. The parties to this Amendment shall execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Amendment or to show the ability to carry out the intent and purposes of this Amendment.

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The Grantor and Bank have caused this Amendment to Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

KENSHOO LTD

DocuSigned by:
Zohar Cohen
5023DE82D0A440C...

By: _____

Name: _____ **Zohar Cohen**

Title: _____ **CFO**

BANK:

SILICON VALLEY BANK

DocuSigned by:
Eliott Saba
9C98F2A102A74FD...

By: _____

Name: _____ **Eliott Saba**

Title: _____ **Vice-President**

[SIGNATURE PAGE TO AMENDMENT TO
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT B

Patents




Title of Invention	US Application/Patent Number	Filing/Issue Date
Identification of software robot activity	10,380,627	08/13/19
Computer Implemented system and method for enhancing keyword expansion	7,974,989	07/05/11
Universal resource locator watchdog	8,407,247	03/26/13
System, a method and a computer program product for performance assessment	8,856,130	10/07/14
System for finding website invitation cueing keywords and for attribute-based generation of invitation-cueing instructions	9,400,844	07/26/16
Live database schema tree change	9,779,118	10/03/17
Method and system for identification of an online purchase without notification of making the purchase	12/977,373	12/23/10
Method for determining an enhanced value to keywords having sparse data	13/032,067	02/22/11
Method for efficiently allocating an advertising budget between web advertising entities	13/198,357	08/04/11
Tracking conversions of application software advertisements	13/337,336	12/27/11
Automatic positioning of elements in a computer-based	13/438,855	04/04/12




document		
Conversion attribution for earned media	13/484,317	05/31/12
System, Method and computer program product for attributing a value associated with a series of user interactions to individual interactions in the series	13/598,925	08/30/12
Location-based advertising for roving service providers	13/633,923	10/03/12
System, method and computer program product for prediction based on user interactions history	13/692,071	12/03/12
Identifying a non-obvious target audience for an advertising campaign	13/913,551	06/10/13
System, a method and a computer program product for optimally communicating based on user's historical interactions and performance data	14/018,669	09/05/13
Online advertising recommendation engine	14/029,488	09/17/13
Targeted advertising in social media networks	14/036,494	09/25/13
Method for efficiently allocating an advertising budget between web advertising entities	14/068,108	10/31/13
Temporal budget optimization in online advertising	14/155,522	01/15/14
Trend detection in online advertising	14/182,161	02/17/14

Benchmarking in online advertising	14/258,295	04/22/14
Budget distribution in online advertising	14/314,151	06/25/14
System and method for online advertising	14/314,769	06/25/14
System, a method and a computer program product for performance assessment	14/472,898	08/29/14
Multiple-entity temporal budget optimization in online advertising	14/551,212	11/24/14
Classification of geographic performance data	14/555,758	11/28/14
Cross-Channel audience segmentation	14/623,738	02/17/15
Automatic positioning of elements in a computer-based document	14/836,928	08/26/15
Metric monitoring in social advertising	15/138,111	04/25/16
Attribution of values to user interactions in a sequence	15/215,376	07/20/16
System for finding website invitation cueing keywords and for attribute-based generation of invitation-cueing instructions	15/217,883	07/22/16
Identification of software robot activity	16/538,049	08/12/19
Benchmarking in online advertising	16/707,752	12/09/19

EXHIBIT C

Trademarks

Mark	Country	Serial Number	Date of Filing
KENSHOO	Australia	1647589	03/18/14
KENSHOO	China	1216070	03/18/14
KENSHOO	India	1216070	03/18/14
KENSHOO	WIPO	1216070	03/18/14
KENSHOO	Japan	1216070	03/18/14
KENSHOO	Mexico	1216070	03/18/14
KENSHOO	Mexico	1216070	03/18/14
KENSHOO	Mexico	1216070	03/18/14
KENSHOO	Singapore	1216070	03/18/14
KENSHOO	US	79/186,088	08/11/15
KENSHOO	European Union	011657277	03/14/13
KENSHOO	Israel	263240	02/26/14
KENSHOO	Israel	211979	05/26/08
KENSHOO	Israel	211980	05/26/08
	European Union	011657368	03/14/13
	US	85/888,919	03/28/13
	European Union	1216068	11/03/14

	Israel	263241	02/26/14
	WIPO	1216068	11/03/14
	US	79/152,052	11/03/14
KAZAAM	Israel	198968	03/27/07
KENSHOO SEARCH	Israel	207447	10/01/08
PPTC	Israel	211983	05/26/08
PPTC	Israel	211984	05/26/08
KENSHOO	US	77/761,689	06/17/09
KENSHOO SEARCH	European Union	006579627	01/15/08
adquant	Israel	264697	09/04/14
	Israel	318492	09/07/19
	WIPO		11/26/19
IMPACT NAVIGATOR	Israel	320020	08/29/19
IMPACT NAVIGATOR	WIPO		
PERFORMANCE NAVIGATOR	Israel	320021	08/29/19
BUDGET NAVIGATOR	Israel	320022	08/29/19
BUDGET NAVIGATOR	WIPO		
AUDIENCE NAVIGATOR	Israel	320023	08/29/19
KENSHOO	Israel	320024	08/29/19

NAVIGATOR			
K-NAVIGATOR	European Union	1523314	03/11/19
K-NAVIGATOR	Israel	320025	08/29/19
K-NAVIGATOR	WIPO	1523314	03/11/19
K-NAVIGATOR	US	79/282,379	03/11/19
K NAVIGATOR	European Union	1523574	03/11/19
K NAVIGATOR	Israel	320026	08/29/19
K NAVIGATOR	WIPO	1523574	03/11/19
K NAVIGATOR	US	79/282,491	03/11/19