

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEEDVISOR LTD		02/03/2021	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: 6			
Property Type	Number	Word Mark	
Registration Number:	4991145	FEEDVISOR	
Registration Number:	6054326	RAZ	
Registration Number:	6060012	PRODUCTSPHERE	
Registration Number:	6165235	BRANDSPHERE	
Registration Number:	6165236	COMPETITIVESPHERE	
Serial Number:	88370031	FV	
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@coagencyglobal.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:	1328309 TM		
NAME OF SUBMITTER:	Sarah Mackin		
SIGNATURE:	/Sarah Mackin/		
DATE SIGNED:	02/16/2021		

OP \$165.00 4991145

Total Attachments: 6

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**THIRD AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Third Amendment to Intellectual Property Security Agreement (this “Amendment”) is made as of February 3 , 2021, 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, and as further amended by that certain Second Amendment to Intellectual Property Security Agreement dated March 26, 2020 (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 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)”

and inserting in lieu thereof the text:

“in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of March 26, 2020, as modified by that certain Loan Modification Agreement by and among Bank and Borrower dated as of February 3 , 2021 (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 of the IP Agreement is hereby replaced by Exhibit A of this Amendment.
4. Exhibit C of the IP Agreement is hereby replaced by Exhibit B of 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: _____
DocuSigned by:
Raffy Wreschner
FBEF68647302404...

Name: _____
Raffy Wreschner

Title: _____
CFO

“Bank”

SILICON VALLEY BANK

By: _____
DocuSigned by:
Conor Ludden
EC29E2737E9542C...

Name: _____
Conor Ludden

Title: _____
Vice President

EXHIBIT APatents

Description	Registration/ Application Number	Registration/ Application Date
Patent "System and Method for evaluating competition in commerce-arena"	App No. 14/951,761	25/11/2015
Patent "Profit optimization for pricing of products in online trading arenas"	App. No. 15/209,972	14/07/2016
Patent "Dynamic re-pricing of items on electronic marketplaces and/or online stores"	US Patent No. 10,332,139 (App. No. 14/207,909)	25/06/2019 13/03/2014
	16/406,145 (continuation of 14,207,909)	13/03/2014

EXHIBIT BTrademarks

<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 COMMERCE COMPANY	ALGO 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

RAZ	6,054,326	12/05/2020	USA
PRODUCTSPHERE	6,060,012	19/05/2020	USA
Fv (Stylized, B&W)	88/370,031	03/04/2019	USA
BRANDSPHERE	6,165,235	29/09/2020	USA
COMPETITIVESPHERE	6,165,236	29/09/2020	USA