

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kenshoo Ltd.		08/09/2021	Company: 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: 1			
Property Type	Number	Word Mark	
Serial Number:	77761689	KENSHOO	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	08/11/2021		
Total Attachments: 9			
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TRADEMARK

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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of August 9, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR ("Bank") and **KENSHOO LTD.**, a company organized under the laws of the State of Israel, with its principal place of business at 6 Ha'Barzel St., Tel Aviv, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, **KENSHOO, INC.**, a Delaware corporation ("US Borrower"), and **KENSHOO (UK) LIMITED**, a company registered under the laws of England and Wales ("UK Borrower") (Grantor, US Borrower and UK Borrower are jointly and severally, individually and collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Senior Loan and Security Agreement by and between Bank and Borrower dated as of even date herewith (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.

B. Pursuant to the terms of the Loan Agreement and the Israeli Debenture, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank, 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;

(j) 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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and only in connection with such modification to (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Israeli Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Israeli Debenture 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 Israeli Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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.

6. 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.

7. 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of State of California or any other jurisdiction).

8. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of February 6, 2014, between Grantor and Bank, and the Second Amended and Restated Intellectual Property Security Agreement dated May 10, 2018 that was amended on May 21, 2020.

[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:

KENSHOO LTD.

By: DocuSigned by:
Zohar Cohen
5029DE82D9A449C...

Name: Zohar Cohen

Title: CFO

BANK:

SILICON VALLEY BANK

By: DocuSigned by:
Ella Botham
E8FA1488D1DD443...

Name: Ella Botham

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Identification of software robot activity	10380627	08/13/19
Identification of software robot activity	10915923	02/09/21
Computer implemented system and method for enhancing keyword expansion	7974989	07/05/11
Universal resource locator watchdog	8407247	03/26/13
System, a method and a computer program product for performance assessment	8856130	10/07/14
System for finding website invitation cueing keywords and for attribute-based generation of invitation-cueing instructions	9400844	07/26/16
Live database schema tree change	9779118	10/03/17
Method and system for identification of an online purchase without notification of making the purchase	12977373	12/23/10
Method for determining an enhanced value to keywords having sparse data	13032067	02/22/11
Method for efficiently allocating an advertising budget between web advertising entities	13198357	08/04/11
Tracking conversions of application software advertisements	13337336	12/27/11
Automatic positioning of elements in a computer-based document	13438855	04/04/12
Conversion attribution for earned media	13484317	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	13598925	08/30/12
Location-based advertising for roving service providers	13633923	10/03/12
System, method and computer program product for prediction based on user interactions history	13692071	12/03/12
Identifying a non-obvious target audience for an advertising campaign	13913551	06/10/13
System, a method and a computer program product for optimally communicating based on user's historical interactions and performance data	14018669	09/05/13

Targeted advertising in social media networks	14036494	09/25/13
Method for efficiently allocating an advertising budget between web advertising entities	14068108	10/31/13
Temporal budget optimization in online advertising	14155522	01/15/14
Trend detection in online advertising	14182161	02/17/14
Benchmarking in online advertising	14258295	04/22/14
Budget distribution in online advertising	14314151	06/25/14
System and method for online advertising	14314769	06/25/14
System, a method and a computer program product for performance assessment	14472898	08/29/14
Multiple-entity temporal budget optimization in online advertising	14551212	11/24/14
Classification of geographic performance data	14555758	11/28/14
Cross-Channel audience segmentation	14623738	02/17/15
Automatic positioning of elements in a computer-based document	14836928	08/26/15
Metric monitoring in social advertising	15138111	04/25/16
Attribution of values to user interactions in a sequence	15215376	07/20/16
System for finding website invitation cueing keywords and for attribute-based generation of invitation-cueing instructions	15217883	07/22/16

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SKAI	90369384	12/09/20
K NAVIGATOR	79282491	11/03/19
K	79283149	11/26/19
K-NAVIGATOR	7928379	11/03/19
KENSHOO	79186088	11/08/15
K	79152052	03/11/14
KENSHOO	77761689	06/17/09

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A