

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676072

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TABOOLA.COM LTD.		09/01/2021	Limited Liability Company: ISRAEL
CONNEXITY, INC.		09/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	10 S DEARBORN ST.		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5991226	TABOOLA NEWS	
<b>Registration Number:</b>	5989377	TABOOLA NEWS	
<b>Registration Number:</b>	5742965	TABOOLA FEED	
<b>Registration Number:</b>	5394719	TABOOLA NEWSROOM	
<b>Registration Number:</b>	5189039	TABOOLA	
<b>Registration Number:</b>	3481994	TABOOLA	
<b>Registration Number:</b>	3554698	TABOOLA	
<b>Registration Number:</b>	5171478	BIZRATE	
<b>Registration Number:</b>	3926645		
<b>Registration Number:</b>	3926644	BIZRATE	
<b>Registration Number:</b>	3220597	BECOME	
<b>Registration Number:</b>	3894816	BESO	
<b>Registration Number:</b>	2503740	BIZRATE.COM	
<b>Registration Number:</b>	4051578	CONNEXITY	
<b>Registration Number:</b>	3466274		
<b>Registration Number:</b>	3687687	LOW PRICE SHOPPER	
<b>Registration Number:</b>	4767698	POWERED BY SHOPPING	
<b>Registration Number:</b>	3020506		
<b>TRADEMARK</b>			

CH \$665.00 5991226

Property Type	Number	Word Mark
Registration Number:	3119435	SHOPZILLA
Registration Number:	2582289	PRICEGRABBER.COM
Registration Number:	2433561	PRICEGRABBER
Registration Number:	5364065	
Registration Number:	5364063	SHOP YOUR LIKES
Registration Number:	5992634	X CONNEXITY
Registration Number:	5963417	X
Registration Number:	2109142	BIZRATE

**CORRESPONDENCE DATA**

**Fax Number:** 2124552502  
*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.*  
**Phone:** 2124553605  
**Email:** ksolomon@stblaw.com  
**Correspondent Name:** GENEVIEVE DORMENT, ESQ.  
**Address Line 1:** SIMPSON THACHER & BARTLETT LLP  
**Address Line 2:** 425 LEXINGTON AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/2362
<b>NAME OF SUBMITTER:</b>	GENEVIEVE DORMENT
<b>SIGNATURE:</b>	/GD/
<b>DATE SIGNED:</b>	09/22/2021

**Total Attachments: 6**  
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 1, 2021 (this "Trademark Security Agreement"), is made by Taboola.com Ltd and Connexity, Inc. (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") pursuant to that certain Credit Agreement, dated as of September 1, 2021 (as amended from time to time, the "**Credit Agreement**"), by and among TABOOLA.COM LTD, a limited liability company organized under the laws of the State of Israel (the "**Company**"), TABOOLA, INC., a Delaware corporation (the "**Borrower**"), the several banks and other financial institutions or entities from time to time parties thereto (the "**Lenders**") and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and certain other subsidiaries of Grantor have executed and delivered that certain Collateral Agreement of even date with the Credit Agreement (as amended from time to time, the "**Collateral Agreement**") in favor of the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, as security for Grantor's Secured Obligations, a security interest in all right, title and interest of Grantor in all Collateral (other than Excluded Assets), including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, as security for Grantor's Secured Obligations, a security interest in all right, title and interest of Grantor in the following Collateral (other than Excluded Assets) (collectively, the "**Trademark Collateral**"):

- (a) all Trademarks included in the Collateral, including the Trademarks listed on Schedule 1 attached hereto; provided that no security interest shall be

granted in any U.S. intent-to-use trademark applications filed in the United States Patent and Trademark Office, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application; and

(b) all Proceeds and products of any and all of the foregoing and all collateral, guarantees and other supporting obligations given by any Person with respect to any of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

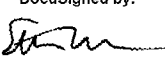
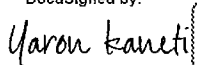
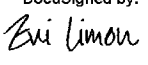
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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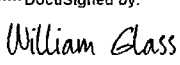
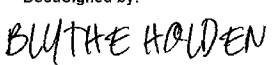
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

TABOOLA.COM LTD

By:			
	<small>DocuSigned by:</small>	<small>DocuSigned by:</small>	<small>DocuSigned by:</small>
	<small>6B9EA2386DE448B</small>	<small>BAF194F04A14472</small>	<small>E25AD96170454F4...</small>
	Name: Stephen Walker	Name: Yaron Kaneti	Name: Zvi Limon
	Title: CFO	Title: VP Finance	Title: Chairman of

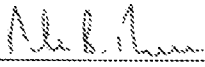
CONNEXITY, INC.

By:		
	<small>DocuSigned by:</small>	<small>DocuSigned by:</small>
	<small>5066017B6E004A5</small>	<small>488829A233E47E</small>
	Name: William Glass	Name: BLYTHE HOLDEN
	Title: CEO	Title: EVP and General Counsel

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**JPMorgan Chase Bank, N.A.,**  
as Collateral Agent

By: 




Name: Peter B. Thauer  
Title: Managing Director





[Signature Page to Trademark Security Agreement]

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark Name	Filing Date	Serial #	Registration Date	Registration Number	Owner
Taboola News (logo)	08/06/2019	88568040	02/18/2020	5991226	Taboola.com Ltd
Taboola News	07/26/2019	88540214	02/18/2020	5989377	Taboola.com Ltd
Taboola Feed	03/20/2018	87842105	05/07/2019	5742965	Taboola.com Ltd
Taboola Newsroom	05/24/2017	87462852	02/06/2018	5394719	Taboola.com Ltd
Taboola (logo)	08/13/2015	86724118	04/25/2017	5189039	Taboola.com Ltd
Taboola	03/02/2007	77975684	08/05/2008	3481994	Taboola.com Ltd
Taboola	03/02/2007	77120502	12/30/2008	3554698	Taboola.com Ltd
BIZRATE	08/29/2016	87154433	03/28/2017	5171478	Connexity, Inc.
Flag Design 	10/03/2014	77876868	07/07/2015	3926645	Connexity, Inc.
	10/03/2014	77876867	07/07/2015	3926644	Connexity, Inc.
BECOME	11/04/2004	78511297	03/20/2007	3220597	Connexity, Inc.
BESO	07/21/2009	77786431	12/21/2010	3894816	Connexity, Inc.
BIZRATE.COM	04/25/2000	76034132	11/06/2001	2503740	Connexity, Inc.
CONNEXITY	04/29/2010	85026796	11/08/2011	4051578	Connexity, Inc.
FLAME Design 	04/29/2010	77285736	11/08/2011	3466274	Connexity, Inc.
LOW PRICE SHOPPER	02/26/2008	77406288	09/22/2009	3687687	Connexity, Inc.
POWERED BY SHOPPING	10/03/2014	86414164	07/07/2015	4767698	Connexity, Inc.

Trademark Name	Filing Date	Serial #	Registration Date	Registration Number	Owner
SHOPPING CART WITH FLAME Design 	09/28/2004	78490931	11/29/2005	3020506	Connexity, Inc.
SHOPZILLA	01/07/2005	78544097	07/25/2006	3119435	Connexity, Inc.
PRICEGRABBER.COM	11/14/2001	76337873	06/18/2002	2582289	Connexity, Inc.
PRICEGRABBER	03/20/2000	76004478	03/06/2001	2433561	Connexity, Inc.
Thumbs Up Shopping Cart Design 	05/15/2017	87450419	12/26/17	5364065	Connexity, Inc.
SHOP YOUR LIKES	05/15/2017	87450383	12/26/2017	5364063	Connexity, Inc.
X CONNEXITY Design 	05/13/2009	88427611	02/18/2020	5992634	Connexity, Inc.
X Design 	05/13/2019	88427674	02/18/2020	5963417	Connexity, Inc.
BIZRATE	10/11/1996	75197079	10/29/1997	2109142	Connexity, Inc.

United States Trademark Applications:

None.