

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767090

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900715658		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVID LLC		08/04/2022	Limited Liability Company: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4218521	INNOVID	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1767082 TM		
NAME OF SUBMITTER:	Julia Brow		
SIGNATURE:	/Julia Brow/		
DATE SIGNED:	11/10/2022		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 4, 2022 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **INNOVID LLC**, a Delaware corporation, with its principal place of business located at 30 Irving Place, 12th Floor, New York, NY 10003 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **TV SQUARED INC**, a company organized under the laws of the State of Delaware (Grantor and TV Squared Inc are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") 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 the date hereof (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, 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;

(i) 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 (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, each of which are hereby incorporated by reference. The provisions of the Loan Agreement 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 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

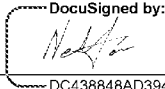
[Signature page follows]

[Signature page - Intellectual Property Security Agreement]

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:

INNOVID LLC

BY:  DC438848AD39481...
Name: Zvika Netter
Title: CEO

BANK:

SILICON VALLEY BANK

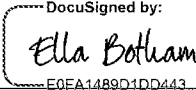
BY:  E0EA1489D1DD443
Name: Ella Botham
Title: Vice President

EXHIBIT A

Copyrights

N/A

EXHIBIT B
Patents

GA Ref.	Country	App. No.	Title	Filed	Priority Date	Patent No./ Publication No.	Grant Date (Pub. Date)	Date of next action	Status
N/A	WO	PCT/IL2010/000017	VIDEO-ASSOCIATED OBJECTS	14/01/2010	14/01/2009	WO 2010/052199	21/07/2010	N/A	Term Expired
391-1	US	12/687,137	VIDEO-ASSOCIATED OBJECTS	14/02/2010/1	14/01/2009	9,665,965	30/05/2017	2 nd Maintenance fee due by November 30, 2024	In Force
391-1.1	ES (CONT)	15/687,508	APPARATUS AND VIDEO-ASSOCIATED OBJECTS	29/05/2017	14/01/2009	2017/0286938	14/09/2017		Abandoned
391-1.2	ES (CBP)								Waiting for input from client to start drafting
N/A	WO	PCT/IL2009/000166	APPARATUS AND METHOD FOR MANIPULATING AN OBJECT INSERTED TO VIDEO CONTENT	15/02/2009	13/02/2008	WO 2009/101624	11/03/2010	N/A	Term Expired
391-2	US	12/867,253	APPARATUS AND METHOD FOR MANIPULATING AN OBJECT INSERTED TO VIDEO CONTENT	12/02/2009	13/02/2008	ES 2011/0001758	06/01/2011	N/A	Abandoned
N/A	WO	PCT/IL2009/000167	INSERTING INTERACTIVE OBJECTS INTO VIDEO CONTENT	12/02/2009	13/02/2008	WO 2009/101623	20/05/2009	N/A	Term Expired

GA Ref.	Country	App. No.	Title	Filed	Priority Date	Patent No./ Publication No.	Grant Date (Pub. Date)	Date of next action	Status
391-3.1	US	12/867,075	APPARATUS AND METHOD FOR MANIPULATING AN OBJECT INSERTED TO VIDEO CONTENT	12/02/2009	13/02/2008	8,745,657	03/06/2014	3 rd Maintenance fee due on December 3, 2025	In force
391-3.2	US (CONT)	14/287,247	INSERTING INTERACTIVE OBJECTS INTO VIDEO CONTENT	27/05/2014	13/02/2008	9,723,335	01/08/2017	2 nd Maintenance fee due on February 1, 2025	In force
391-6	EP	10731183	VIDEO-ASSOCIATED OBJECTS	12/02/09	13/02/08	NO	2008/2009	N/A	Abandoned
391-8.1	US-Prov	60584502	INDEPENDENT ASSET SERVING VALIDATOR	22/08/2017	22/08/2017	-	-	N/A	Term Ended
391-8.2	US	16/106,425	METHOD AND SYSTEM FOR INDEPENDENT VALIDATION OF ASSET SERVING SYSTEM AND METHOD THEREOF FOR MINING WEB BASED USER GENERATED CONTENT FOR CREATION OF TERM TAXONOMIES	22/08/2018	22/08/2017	11,157,948	23/04/2019	1 st Maintenance fee due on April 26, 2025	In Force
391-11.1	US	13/050,515	METHOD FOR ANALYZING SENTIMENT TRENDS BASED ON TERM TAXONOMIES OF USER GENERATED CONTENT	17/03/2011	24/03/2010	8,930,377	6/01/2015	2 nd Maintenance fee due on July 6, 2024	In Force
391-11.2	US	13/214,588	METHOD FOR ANALYZING SENTIMENT TRENDS BASED ON TERM TAXONOMIES OF USER GENERATED CONTENT	22/08/2011	24/03/2010	8,965,835	24/02/2015	2 nd Maintenance fee due on August 24, 2022	In Force

GA Ref.	Country	App. No.	Title	Filed	Priority Date	Patent No./ Publication No.	Grant Date (Pub. Date)	Date of next action	Status
391-11.3	US	13/482,473	SYSTEM AND METHOD FOR PREDICTING FUTURE TRENDS OF TERM TAXONOMIES USAGE	29/05/2012	24/03/2010	9,783,040	15/07/2014	N/A	Abandoned
391-11.4	US	13/279,673	SYSTEM AND METHODS THEREOF FOR REAL-TIME DETECTION OF AN HIDDEN CONNECTION BETWEEN PHRASES	24/10/2011	24/03/2010	9,183,292	14/11/2015	2 nd Maintenance fee due on May 10, 2023	In Force
391-11.5	US	13/237,538	SYSTEM AND METHODS THEREOF FOR REAL-TIME MONITORING OF A SENTIMENT TREND WITH RESPECT OF A DESIRED PHRASE	20/09/2011		9,633,139	4/04/2017	2 nd Maintenance fee due on October 3, 2024	In Force
391-11.6	US	13/225,093	A SYSTEM AND METHODS THEREOF FOR PROVIDING AN ADVERTISEMENT REPLACEMENT RECOMMENDATION BASED ON FRIENDS	20/09/2011		2014/0313/42	22/12/2011	N/A	Abandoned

GA Ref.	Country	App. No.	Title	Filed	Priority Date	Patent No./ Publication No.	Grant Date (Pub. Date)	Date of next action	Status
391-11.9	US	13761,267	A SYSTEM AND METHODS THEREOF FOR AN ADAPTIVE LEARNING OF ADVERTISEMENT BEHAVIOR AND PROVIDING A RECOMMENDATION RESPECTIVE THEREOF	7/22/2013	5/12/2012	2013/0151,331	12/02/2015	N/A	Abandoned
391-11.8	US	13/709,396	SYSTEM AND METHODS THEREOF FOR DETECTION OF USER DEMOGRAPHIC INFORMATION	10/12/2012	24/03/2010	9,946,775	17/04/2018	2 nd Maintenance fee due on October 17, 2025	In Force
391-11.9	US	13/661,276	APPARATUS AND METHOD FOR INTERACTING WITH A PLURALITY OF PUBLISHERS	10/04/2013	3/1/2012	2014/0122,537	1/03/2014	N/A	Abandoned
391-11.10	US	14/272,081	SYSTEM AND METHODS FOR PREDICTING FUTURE TRENDS OF TERM TAXONOMIES USAGE	7/05/2014		9,165,854	20/10/2015	2 nd Maintenance fee due on April 20, 2023	In Force

GA Ref.	Country	App. No.	Title	Filed	Priority Date	Patent No./ Publication No.	Grant Date (Pub. Date)	Date of next action	Status
391-11.11	US	14/818,370	A SYSTEM AND METHOD FOR GENERATING A DESIGNATED APPLICATION PROGRAMMING INTERFACE FOR AUTOMATIC EXECUTION OF ACTIONS IN WEPPAGES	5/9/2015	5/9/2014	2016/042,411	11/02/2016	N/A	Abandoned
391-11.12	US	14/818,373	SYSTEM AND METHOD FOR TRACKING THE PERFORMANCE OF ADVERTISEMENTS AND PREDICTING FUTURE BEHAVIOR OF THE ADVERTISEMENT	5/08/2015	6/08/2018	14/818,373	24/83/2020	1 st Maintenance fee due on September 24, 2023	In Force
391-11.13	US	14/849,018	SYSTEM AND METHODS FOR PREDICTING USER BEHAVIORS BASED ON PHRASE CONNECTIONS	9/9/2015		9,454,615	27/89/2016	2 nd Maintenance fee due on March 27, 2024	In Force
391-11.14	US	14/872,601	SYSTEM AND METHOD DETECTING HIDDEN CONNECTIONS AMONG PHRASES	1/10/2015	24/03/2010	14/268,670	23/4/2019	1 st Maintenance fee due on October 23, 2022	In Force

GA Ref.	Country	App. No.	Title	Filed	Priority Date	Patent No./ Publication No.	Grant Date (Pub. Date)	Date of next action	Status
391-11.15	US	15/250,050	SYSTEM AND METHOD FOR PREDICTING USER BEHAVIORS BASED ON PHRASE CONNECTIONS	29/08/2016		\$,767,166	19/09/2017	2 nd Maintenance fee due on March 19, 2025	In Force

EXHIBIT C
Trademarks

GA Ref.	Country	Reg. No.	Title	Filed	Classes	Trade Mark No.	Grant Date	Date of next action	Status
391-4.1	EM	9646126	INROLL (WORD)	7/01/2011	9,42	9646126	15/06/2011	Next renewal is due on January 6, 2031	Registered
391-4.2	UK	00909646126	INROLL (WORD)	7/1/2011	9,35,41	00909646126	15/06/2011	Next renewal is due on January 7, 2031	Registered
391-5	US	85/198,521	INNOVID (WORD)	15/12/2010	9,42	4218,521	2/10/2012	Next renewal is due on October 2, 2022	Registered
391-10.1	IL	273351		15/03/2015	35	273351	2/11/2016	Next renewal is due on March 15, 2025	Registered
391-10.2	IL	273352	TAYKEY (word)	15/03/2015	35	273352	2/01/2017	Next renewal is due on March 15, 2025	Registered
10.3-391	IL	273353	תאקיי	15/03/2015	35	273353	2/01/2017	Next renewal is due on March 15, 2025	Registered
391-10.4	IL	273354	Taykey	15/03/2015	35	273354	2/01/2017	Next renewal is due on March 15, 2025	Registered
391-12.1	US	85/247,412	TAYKEY (word)	12/02/2013	35	4206,511	24/09/2013		Abandoned
391-12.2	US	85/247,401	Taykey	12/02/2013	35	4406,513	24/09/2013		Abandoned
391-12.3	US	85/247,417		12/02/2013	35	4487,541	24/09/2013		Abandoned

EXHIBIT D

Mask Works

N/A

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