

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taptica Limited		08/28/2017	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
Internal Address:	4th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3592771	ACUDEO	
Registration Number:	4149776	VIDEOHUB	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	788680		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/29/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Taptica Limited, an Israeli company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, and HSBC Bank USA, National Association, as lender (the "Lender", which expression shall include its successors, assigns and transferees), are parties to a Credit Agreement dated as of August 28, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Pledge and Intellectual Property Security Agreement dated as of August 28, 2017 (as amended, supplemented or otherwise modified from time to time, the "Agreement") entered into between, among others, the Grantor and the Lender and (ii) this Intellectual Property Security Agreement Supplement, the Grantor has secured the Secured Obligations (as defined in the Agreement) by granting to the Lender a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent and Trademark (as defined in the Agreement) owned by the Grantor, including, without limitation, each Patent and Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Patent License (as defined in the Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Patent and Trademark owned by the Grantor (including, without limitation, any Patent and Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Lender's name, from time to time, in the Lender's

discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Lender pursuant to the Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

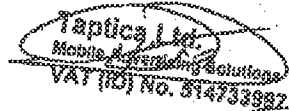
This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Agreement, the Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 28 day of August, 2017.

TAPTICA LIMITED,
AS GRANTOR



By: _____
Name: *Yank C. ...*
Title: *General Counsel*

Acknowledged:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Lender

By: _____
Name:
Title:

[Signature page to IP Security Agreement Supplement (Taptica Limited)]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 28th day of August, 2017.

TAPTICA LIMITED,
AS GRANTOR

By: _____
Name:
Title:

Acknowledged:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Lender

By: *Kristen L. Mello*
Name: *Kristen L. Mello*
Title: *Sr*

[Signature page to IP Security Agreement Supplement (Taptica Limited)]

SCHEDULE 8(A)

Patents and Trademarks

REGISTERED PATENTS*

Title	App No / Pub No	App In Date / Date	Case Status	Country	Category/Description
TECHNIQUES FOR RENDERING ADVERTISEMENTS WITH RICH MEDIA	13/408,459 9,563,826	2/29/12 2/7/2017	Issued	United States of America	Continuation Application
TECHNIQUES FOR RENDERING ADVERTISEMENTS WITH RICH MEDIA	15/424,257	2/3/2017	Pending	United States of America	Continuation Application
METHODS AND APPARATUS FOR OPTIMIZING ADVERTISEMENT ALLOCATION	12/950,160 8,615,430	11/19/2010 12/24/2013	Issued	United States of America	Non-Provisional from Provisional
METHODS AND APPARATUS FOR OPTIMIZING ADVERTISEMENT ALLOCATION	14/134,606	12/19/13	Pending	United States of America	Continuation Application
SYSTEM AND METHOD FOR PROVIDING ADVERTISEMENTS FROM MULTIPLE AD SERVERS USING A FAILOVER MECHANISM	12/420,137	4/8/2009	Pending	United States of America	Non-Provisional from Provisional
METHOD AND APPARATUS FOR TRACING USERS OF ONLINE VIDEO WEB SITES	12/212,556 8,577,996	9/17/2008 11/5/2013	Issued	United States of America	Non-Provisional from Provisional

* The patents are registered in the name of Tremor Video, Inc. and were assigned on August 7, 2017 to Taptica Ltd. pursuant to the Patent Assignment, dated as of August 7, 2017, executed and delivered by Tremor Video, Inc. in favor of Taptica Ltd.

PATENT APPLICATION

Patent Application No. 14693273 (filing date April 22, 2015): "System and Method for Real Time Selection of an Optimal Offer Out Several Competitive Offers Based on Context".

PATENT LICENSE

Patent License Agreement, dated as of August 3, 2017, by and between AlmondNet, Inc., Dataonics, LLC, Intent IQ, LLC, and Tremor Video, Inc. (as assigned to Taptica Ltd. pursuant to the Asset Purchase Agreement dated August 4, 2017, by and among Tremor Video, Inc., ScanScout, Inc., Taptica I Ltd. and, solely for purposes of Section 10.16 thereof, Taptica International Ltd.)

TRADEMARK REGISTRATIONS

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	STATUS
ACUDEO	United States	Registration No. 3592771	Registered 3/17/09
VIDEOHUB	United States	Registration No. 4149776	Registered 5/29/12

* The trademarks are registered in the name of Tremor Video, Inc. and were assigned on August 7, 2017 to Taplica Ltd. pursuant to the Acquisition Agreement and the Bill of Sale, dated as of August 7, 2017, as delivered thereunder.