

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tremor Video, Inc.		08/07/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Taptica Ltd.		
<b>Street Address:</b>	121 Hahashmonaim St.		
<b>City:</b>	Tel Aviv		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	6713328		
<b>Entity Type:</b>	Limited Corporation: ISRAEL		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3592771	ACUDEO	
<b>Registration Number:</b>	4149776	VIDEOHUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	ppartownavid@seyfarth.com		
<b>Correspondent Name:</b>	Puya Partow-Navid		
<b>Address Line 1:</b>	2029 Century Park E		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Puya Partow-Navid		
<b>SIGNATURE:</b>	/Puya PartowNavid/		
<b>DATE SIGNED:</b>	10/10/2017		
<b>Total Attachments: 6</b>			
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## Disclosure Schedule

This disclosure schedule (“Disclosure Schedule”) is being furnished by the Seller Parties to Taptica, Ltd., an Israeli company (“Buyer”), in connection with the execution and delivery of that certain Asset Purchase Agreement, dated as of August 4, 2017, by and among Tremor Video, Inc., a Delaware corporation (“Parent”), ScanScout, Inc., a Delaware corporation and wholly owned subsidiary of Parent (“ScanScout” and, together with Parent, collectively, the “Seller Parties”), Buyer and Taptica International Ltd, solely for purposes of Section 10.16 thereof (the “Agreement”). Unless the context otherwise requires, all capitalized terms used in this Disclosure Schedule shall have the respective meanings assigned to them in the Agreement.

The Disclosure Schedules are arranged to correspond to the representations and warranties in Article IV of the Agreement, and the disclosure in any portion of the Disclosure Schedules shall qualify the corresponding provision in Article IV and any other provision of Article IV to which it is reasonably apparent from such disclosure that such disclosure relates. No reference to or disclosure of any item or other matter in the Disclosure Schedules shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedules. The information set forth in the Disclosure Schedules is disclosed solely for the purposes of the Agreement, and no information set forth therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever, including of any violation of law or breach of any agreement.

This Disclosure Schedule and the information and disclosures contained in this Disclosure Schedule are intended only to qualify and limit, or provide responsive disclosure to, the representations, warranties and covenants of the Seller Parties contained in the Agreement and, except as shall be provided otherwise in the context of the disclosure and related representations, warranties and covenants, shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants.

Whenever a representation or warranty requires the Seller Parties to have delivered, provided or made available any document or other item to Buyer, placement of such document or other item in the Data Room prior to the date of the Agreement shall be deemed to be compliance with any such requirement, except to the extent such documents or other items are part of the Disclosure Schedule.

The bold-faced headings contained in this Disclosure Schedule are included for convenience only, and are not intended to limit the effect of the disclosures contained in this Disclosure Schedule or to expand the scope of the information required to be disclosed in this Disclosure Schedule.

**Section 1.01(c)**

**Excluded Intellectual Property Assets**

1. The following registered trademarks

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION/ REGISTRATION NO.</b>	<b>STATUS</b>
TV WITH BENEFITS	United States	Registration No. 4546608	Registered 6/10/14

2. All domain names owned by the Seller Parties other than the domain names set forth on Section 2.01(d) of the Disclosure Schedules

Assigned Trademarks

MARK	COUNTRY	APPLICATION/ REGISTRATION NO.	STATUS
ACUDEO	United States	Registration No. 3592771	Registered 3/17/09
ACUDEO	Canada	Registration No. TMA808259	Registered 10/4/11
ACUDEO	European Union	Registration No. 6838809	Registered 1/8/09
VIDEOHUB	United States	Registration No. 4149776	Registered 5/29/12
VIDEOHUB	Canada	Registration No. TMA859813	Registered 9/10/13
VIDEOHUB	International Register (designating Australia, the European Union, Russia, and South Korea)	Registration No. 1122499	Registered 3/29/12

## BILL OF SALE

This **BILL OF SALE** (this "*Bill of Sale*"), dated as of August 7, 2017, is entered into among Tremor Video, Inc., a Delaware corporation ("*Parent*"), ScanScout, Inc., a Delaware corporation and wholly owned subsidiary of Parent ("*ScanScout*" and, together with Parent, collectively, the "*Seller Parties*"), and Taptica Ltd., an Israeli company ("*Buyer*").

A. The Seller Parties and the Buyer have entered into that certain Asset Purchase Agreement, dated as of August 4, 2017 (the "*Purchase Agreement*"), pursuant to which the Seller Parties are selling and assigning and Buyer is purchasing the Purchased Assets and assuming the Assumed Liabilities. Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement; and

B. The Seller Parties have agreed to execute and deliver this Bill of Sale to Buyer for the purpose of transferring to and vesting in Buyer title to the Purchased Assets as set forth herein.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Seller Parties, severally and jointly, do hereby sell, convey, transfer, assign, deliver and vest in Buyer, and its successors and assigns forever, all of their legal, beneficial and other right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

2. The Seller Parties, severally and jointly, hereby covenant that, from time to time after the delivery of this instrument, at Buyer's request, each of the Seller Parties will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances, transfers and assignments as Buyer may reasonably require to convey, transfer, assign, deliver to and vest in Buyer, and to put Buyer in possession of, all or any of the Purchased Assets.

3. Nothing in this Bill of Sale shall alter any liability or obligation of the Seller Parties or Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Purchased Assets. In the event of any conflict between the Purchase Agreement and this Bill of Sale, the Purchase Agreement shall control.

4. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Bill of Sale.

5. Article X of the Purchase Agreement is hereby incorporated by reference and shall apply, *mutatis mutandis*, to the subject matter of this Bill of Sale.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed as of the date first written above by their respective officers thereunto duly authorized.


**TREMOR VIDEO, INC.**

By   
Name: John Rego  
Title: Chief Financial Officer

**SCANSCOUT, INC.**

By \_\_\_\_\_  
Name: Aaron Saltz  
Title: Secretary

**TAPTICA LTD.**


By   
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed as of the date first written above by their respective officers thereunto duly authorized.

**TREMOR VIDEO, INC.**

By \_\_\_\_\_  
Name: John Rego  
Title: Chief Financial Officer

**SCANSCOUT, INC.**

By  \_\_\_\_\_  
Name: Aaron Saltz  
Title: Secretary

**TAPTICA LTD.**

By \_\_\_\_\_  
Name:  
Title: