

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TABOOLA.COM LTD.		11/25/2019	Limited Liability Company: ISRAEL
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88568040	TABOOLA NEWS	
Serial Number:	88540214	TABOOLA NEWS	
Registration Number:	5742965	TABOOLA FEED	
Registration Number:	5394719	TABOOLA NEWSROOM	
Registration Number:	5189039	TABOOLA	
Registration Number:	3481994	TABOOLA	
Registration Number:	3554698	TABOOLA	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-3605		
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		
ATTORNEY DOCKET NUMBER:	509265/2229		
NAME OF SUBMITTER:	GENEVIEVE DORMENT		

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SIGNATURE:	/GD/
DATE SIGNED:	12/17/2019
Total Attachments: 5 source=(32730762)_ (1)_ Superfund - Trademark Security Agreement Executed (003)#page1.tif source=(32730762)_ (1)_ Superfund - Trademark Security Agreement Executed (003)#page2.tif source=(32730762)_ (1)_ Superfund - Trademark Security Agreement Executed (003)#page3.tif source=(32730762)_ (1)_ Superfund - Trademark Security Agreement Executed (003)#page4.tif source=(32730762)_ (1)_ Superfund - Trademark Security Agreement Executed (003)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 25, 2019 (this "Trademark Security Agreement"), is made by Taboola.com Ltd., a limited liability company organized under the laws of the State of Israel ("**Grantor**"), 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 November 25, 2019 (as amended from time to time, the "**Credit Agreement**"), by and among Grantor, Taboola, Inc., a Delaware corporation, as the borrower (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, 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

[Remainder of this page intentionally left blank]

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.

GRANTOR:

TABOOLA.COM LTD.

By: 

Name: Eldad Mahiv

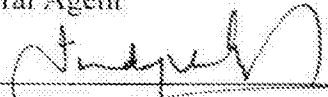
Title: President & COO

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

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

By:


Name: Rajeev Singh Anja
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006817 FRAME: 0756

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)	August 6, 2019	88568040			Taboola.com Ltd.
Taboola News	July 26, 2019	88540214			Taboola.com Ltd.
Taboola Feed	March 20, 2018	87842105	May 7, 2019	5742965	Taboola.com Ltd.
Taboola Newsroom	May 24, 2017	87462852	February 6, 2018	5394719	Taboola.com Ltd.
Taboola (logo)	August 13, 2015	86724118	April 25, 2017	5189039	Taboola.com Ltd.
Taboola	March 2, 2007	77975684	August 5, 2008	3481994	Taboola.com Ltd.
Taboola	March 2, 2007	77120502	December 30, 2008	3554698	Taboola.com Ltd.