

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClientConnect Ltd.		06/30/2020	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	Perion Network Ltd.		
Street Address:	26 HaRokmim St.		
Internal Address:	Azrieli Center 1, Building A, 4th Floor		
City:	Holon		
State/Country:	ISRAEL		
Postal Code:	5885849		
Entity Type:	Corporation: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4717327	CODEFUEL	
CORRESPONDENCE DATA			
Fax Number:	6465531591		
<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:	6465531590		
Email:	trademark@koffskyschwalb.com		
Correspondent Name:	Mark I. Koffsky		
Address Line 1:	Koffsky Schwalb LLC		
Address Line 2:	500 Seventh Avenue, 8th Floor		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Mark I. Koffsky		
SIGNATURE:	/Mark I. Koffsky/		
DATE SIGNED:	04/13/2021		
Total Attachments: 6			
source=IP Assignment Agreement(ClientConnect to Perion Network Ltd) FINAL signed#page1.tif			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "**Agreement**") is effective as of June 30, 2020 (the "**Effective Date**") by and between **ClientConnect Ltd.**, an Israeli company located at 26 HaRokmim St., Azrieli Center 1, Building A, 4th Floor, Holon 5885849 ("**Assignor**") and **Perion Network Ltd.**, an Israeli company located at 26 HaRokmim St., Azrieli Center 1, Building A, 4th Floor, Holon 5885849 ("**Assignee**").

RECITALS

WHEREAS, Assignor wishes to sell, transfer, assign, and convey its entire right, title, and interest in and to the Assigned Intellectual Property (defined below), to Assignee, and

WHEREAS, Assignee wishes to receive and accept such sale, transfer, assignment and conveyance.

NOW, THEREFORE, for the mutual premises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. **Definitions.**

(a) "**Assigned Intellectual Property**" means the Patent Rights and Trademarks (each as defined below).

(b) "**Intellectual Property**" means any and all inventions, discoveries, works of authorship, software, technical information, data, databases, know-how, show-how, designs, ideas, drawings, business names, domain names, logos, utility models, mask works, specifications, formulas, methods, techniques, processes, algorithms, architecture, compositions, records, documentation, as well as any other intellectual property and/or technology, in any form and embodied in any media.

(c) "**Intellectual Property Rights**" means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, whether registered or unregistered, and whether vested, contingent, or future) in and to Intellectual Property, including without limitation patent, copyrights and similar authorship rights, moral rights and other personal rights, mask work rights, trade secret rights and corresponding rights in confidential information and other non-public information, design rights, industrial property rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; (ii) all goodwill associated with the foregoing; (iii) any and all claims and causes of action with respect to any of the foregoing, whether known or unknown and whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for any past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and (iv) all rights to receive any royalties, fees, income, payments and other proceeds now or in the future with respect to any and all of the foregoing.

(d) "**Patent Rights**" means, collectively, the registered patents set forth in **Exhibit A** attached hereto, and any other patent applications issuing thereon, patents issuing thereon, and any foreign

counterpart, international counterpart, divisional, continuation, continuation-in-part, reissue, renewal, reexamination, substitution, and/or extension thereof/to).

(e) "**Trademarks**" the registered trademarks set forth in **Exhibit B**.

2. **Assignment.** Assignor hereby irrevocably and unconditionally sells, transfers, assigns, conveys and delivers to Assignee, and agrees to sell, transfer, assign, convey and deliver to Assignee, all of Assignor's Intellectual Property Rights in and to the Assigned Intellectual Property.

3. **Waiver of Claims.** Assignor hereby confirms and undertakes that it does not have at present, and will not have in the future, any claims or demands, whether against the Assignee or any third party (and whether or not documented by a formal agreement), in connection with any of the Assigned Intellectual Property, and Assignor hereby irrevocably and unconditionally waives any such claims or demands.

4. **Recordation.** Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office (USPTO), the Register of Copyrights of the US Copyright Office, as well as the empowered officials of all other patent, trademark and copyright offices (and similar authorities) anywhere in the world, to record and register this Agreement (as well as to delete, insert, or alter any information related to the Patent Application) upon request by Assignee.

5. **Power of Attorney.** By this Agreement, Assignor hereby irrevocably and unconditionally makes, appoints and authorizes Assignee, as its attorney, representative and agent, to prosecute, maintain, enforce, defend and perfect or effect the transfer and assignment in ownership of any right, title and interest (including without limitation all Intellectual Property Rights) in and to the Assigned Intellectual Property, and grants Assignee full power and authority to do and perform any and all acts and things whatsoever necessary to be done to effectuate the foregoing appointment and authorization, as fully, to all intents and purposes, as might or could be done if Assignor was personally present, with full power of substitution and revocation, including without limitation preparing, executing, filing, recording and delivering any and all applications, agreements, submissions, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be deemed necessary by Assignee. Assignor also hereby authorizes Assignee to sub-appoint or sub-authorize any third parties to do any of the acts or things authorized under this Agreement. This appointment and authorization shall continue in perpetuity and shall continue to survive even in the event the existence of Assignor ceases, unless expressly revoked in writing by Assignee. Without limiting the foregoing, Assignor undertakes to do all things reasonably requested by Assignee (including without limitation executing, filing, and delivering instruments) to perfect its ownership of the Assigned Intellectual Property.

6. **Assignor Representations and Warranties.** Assignor represents and warrants that:

(a) Assignor has taken all necessary action to authorize and approve the execution, delivery and performance of this Agreement, including obtaining any necessary permits, licenses, assignments, and authorizations from any third parties to give effect to the assignment and transfer of the Assigned Intellectual Property to Assignee under this Agreement;

(b) that no assignment, grant, mortgage, license or other agreement affecting the Intellectual Property Rights herein conveyed has been or shall be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor;

(c) this Agreement, duly executed and delivered by Assignor, is a valid and binding obligation of Assignor and enforceable against it in accordance with its provisions; and

(d) Assignor's entry into and performance of this Agreement does not and shall not result in Assignor breaching any obligation that Assignor owes to any third party.

7. **Successors and Assigns.** This Agreement is made for the benefit of Assignee and its successors and assigns, and may be transferred (in whole or in part) by Assignee without the consent of, and without further obligation to, Assignor. This Agreement will be binding upon Assignor's heirs, executors, administrators and other legal representatives.

8. **Counterparts and Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail shall be deemed originals for purposes of this Agreement.

9. **Governing Law.** This Agreement, and any claim, controversy, dispute or cause of action relating to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the principles of conflict of law. Any claim or dispute under, or otherwise in connection with, this Agreement shall be subject to the exclusive jurisdiction and venue of the courts located in New York County, New York, and each party consents to the jurisdiction and venue of such courts and waives any objection thereto. Notwithstanding the foregoing, equitable relief may be sought in any court of competent jurisdiction.

10. **Severability.** If any provision (or part thereof) of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such provision (or part thereof) will be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality or unenforceability), and will be substituted (in respect of such jurisdiction) with a valid, legal and enforceable provision (or part thereof) that most closely approximates the original legal intent and economic impact of such provision.

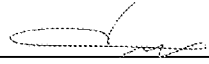
11. **Waiver and Remedies.** No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing, duly signed by the waiving party, and will be valid only in the specific instance in which given. No right or remedy conferred upon or reserved by either party under this Agreement is intended to be, or will be deemed, exclusive of any other right or remedy under this Agreement, at law, or in equity, but will be cumulative of such other rights and remedies.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and shall prevail to the extent it conflicts or is inconsistent with any prior contracts between the parties with respect to the subject matter hereof. Section headings used in this Agreement are for convenience of reading only, and shall not be relied upon for interpretation purposes.

[Signature Page Follows]

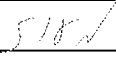
IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this **IP Assignment Agreement** to be effective as of the Effective Date.

ASSIGNOR: ClientConnect Ltd.

By: 

Name: Doron Gerstel

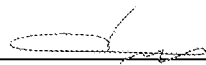
Title: CEO

By: 

Name: Maoz Sigron

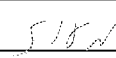
Title: CFO

ASSIGNEE: Perion Network Ltd.

By: 

Name: Doron Gerstel

Title: CEO

By: 

Name: Maoz Sigron

Title: CFO

EXHIBIT A

Patents

File Ref.	Title	Country	Filing No.	Filing date	Grant No.	Grant date	Publication No.
675-16	Method and System for Use with the Internet	USA	11/053662	February 9, 2005	7529766	May 5, 2009	20060179060
675-17	Method and System for Use with the Internet	USA	11/252872	October 19, 2005	7827157	November 2, 2010	20060178900
675-18	Webpage-Flags Sensitive Toolbar	USA	11/823144	June 26, 2007	7814424	October 12, 2010	20090007013

EXHIBIT B

Trademarks

TM/SM	TM Status	Country	Filing Number	Filing Date	Registration Number
CodeFuel	Registered	USA	86066552	41534	4717327