

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
WIXPRESS LTD.	06/24/2013
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET
Internal Address:	SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	61573087
Application Number:	13596146
Application Number:	61600726
Application Number:	13771119
Application Number:	61605243
Application Number:	13779798
Application Number:	61607094
Application Number:	13786488
Application Number:	61679814
Application Number:	61713687
Application Number:	61762902
Application Number:	61781866
CORRESPONDENCE DATA	

OP \$480.00 61573087

Fax Number: 8004947512

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F145301

NAME OF SUBMITTER:

Andrew Nash

Signature:

/Andrew Nash/

Date:

06/25/2013

Total Attachments: 10

source=Patent - Wixpress Ltd IPSA#page2.tif

source=Patent - Wixpress Ltd IPSA#page3.tif

source=Patent - Wixpress Ltd IPSA#page4.tif

source=Patent - Wixpress Ltd IPSA#page5.tif

source=Patent - Wixpress Ltd IPSA#page6.tif

source=Patent - Wixpress Ltd IPSA#page7.tif

source=Patent - Wixpress Ltd IPSA#page8.tif

source=Patent - Wixpress Ltd IPSA#page9.tif

source=Patent - Wixpress Ltd IPSA#page10.tif

source=Patent - Wixpress Ltd IPSA#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 24, 2013 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 **WIXPRESS LTD.**, a company organized under the laws of the State of Israel, with its principal place of business at 40 Nermal Tel Aviv St., Tel-Aviv, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **WIX.COM, INC.**, a Delaware corporation ("Inc") (Grantor and 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 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 under the Loan Agreement.

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 under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations under the Loan Agreement, 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;

(j) 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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is 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.

4. Termination. The security interest granted hereunder shall terminate automatically upon the termination of Bank's security interest granted under the Loan Agreement.

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 United States and 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]

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.

Address of Grantor:

40 Nermal Tel Aviv St.
Tel-Aviv, Israel

Attn: Lior Shemesh

GRANTOR:

WIXPRESS LTD.

By: 

By: Nir Zohar & Lior Shemesh

Title: Chief Operating Officer / Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Kate Leland

IP Agreement (Ltd.)

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:

Address of Grantor:

40 Nermal Tel Aviv St.
Tel-Aviv, Israel

Attn: _____

WIXPRESS LTD.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Kate Leland

SILICON VALLEY BANK

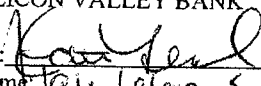
By: 
Name: Kate Leland
Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Country	Application Number	Filing Date	Title
US	61/573,087	8/31/2011	<i>Adaptive user interface for a multimedia creative design system</i>
US	13/596,146	8/28/2012	
Germany	10 2012 215 488.4	8/29/2012	
Israel	221674	8/29/2012	
US	61/600,726	2/20/2012	<i>Web site design system integrating dynamic layout and dynamic content</i>
US	13/771,119	2/20/2013	
Germany	10 2013 202 782.6	2/20/2013	
Israel	224835	2/20/2013	
US	61/605,243	3/1/2012	<i>Method and system for the use of adjustment handles to facilitate dynamic layout editing</i>
US	13/779,798	2/28/2013	
Germany	10 2013 203 526.8	3/1/2013	
Israel	225016	2/28/2013	
US	61/607,094	3/6/2012	<i>Method and system for master-page based integrated editing and dynamic layout activation</i>
US	13/786,488	3/6/2013	
Germany	10 2013 203 831.3	3/6/2013	
Israel	225079	3/6/2013	
US	61/679,814	8/6/2012	<i>System supporting flexible color assignment in complex documents</i>
US	61/713,687	10/15/2012	<i>System for deep linking and seo support for web sites integrating third party applications and components</i>
US	61/762,902	2/10/2013	<i>Third-party Application Communication API</i>

US	61/781,866	3/14/2013	<i>Website building system integrating data lists with dynamic customization and adaptation</i>
----	------------	-----------	---

EXHIBIT C

Trademarks

<u>Description</u>		<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOBILE ACTION BAR		85952080	June 6, 2013
VANILLA ROYAL		79123772	April 16, 2012
WIX		3824854	July 27, 2010
		77895966	December 17, 2009
X		3750247	February 16, 2010
		77272138	September 5, 2007
EXTRASPACE		3753409	February 23, 2010
		77272094	September 5, 2007
WIX		3655335	July 14, 2009
		77272056	September 5, 2007

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

1553464.3