

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5871775

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TABOOLA.COM LTD.	11/25/2019
PERFECT MARKET, INC.	11/25/2019
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
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	9374617
Patent Number:	9743136
Patent Number:	9294577
Patent Number:	9712628
Patent Number:	7617200
Patent Number:	7627565
Patent Number:	7610279
Patent Number:	7617199
Patent Number:	7657518
Patent Number:	7644072
Patent Number:	10346511
Patent Number:	8725725
Patent Number:	9891788
Application Number:	16403900
Application Number:	16181560
Application Number:	12446017
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
PATENT	

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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
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NAME OF SUBMITTER:	GENEVIEVE DORMENT
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SIGNATURE:	/GD/
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DATE SIGNED:	12/17/2019
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of November 25, 2019 (this “Patent Security Agreement”), is made by each signatory hereto listed under “Grantor” (each a “**Grantor**” and collectively, the “**Grantors**”), 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 Taboola.com Ltd., a limited liability company organized under the laws of the State of Israel (the “**Company**”), 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 Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company, the Borrower, the Grantors and certain other subsidiaries of the Company 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 Grantors granted to the Collateral Agent for the benefit of the Secured Parties, as security for such Grantor’s Secured Obligations, a security interest in all right, title and interest of such Grantor in all Collateral (other than Excluded Assets), including the Patent Collateral (as defined below); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Patent Security Agreement;

NOW, THEREFORE, each 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 Patent Collateral. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, as security for such Grantor’s Secured Obligations, a security interest in all right, title and interest of such Grantor in the following Collateral (other than Excluded Assets) (collectively, the “**Patent Collateral**”):

(a) all Patents included in the Collateral, including the Patents listed on Schedule 1 attached hereto; 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 Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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 Patent Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

TABoola.COM LTD.

By: [Signature]
Name: Eldad Meniv
Title: President & COO

PERFECT MARKET, INC.

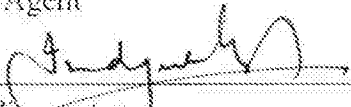
By: [Signature]
Name: Yaron Kaneti
Title: Director

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

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

By:


Name: _____
Title: Indrajit Singh Aneja
Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

Title	App. No.	Application Date	Patent No./ Publication No.	Patent Date (Pub. Date)	Owner
A SYSTEM AND METHOD FOR THE PRESENTATION OF ALTERNATIVE CONTENT TO VIEWERS VIDEO CONTENT	13/127052	10/29/2009	9,374,617	06/21/2016	Taboola.com Ltd.
A SYSTEM AND METHOD FOR THE PRESENTATION OF ALTERNATIVE CONTENT TO VIEWERS VIDEO CONTENT	15/160757	05/20/2016	9,743,136	08/22/2017	Taboola.com Ltd.
CLICK THROUGH RATE ESTIMATION IN VARYING DISPLAY SITUATIONS	13/860887	04/11/2013	9,294,577	03/22/2016	Taboola.com Ltd.
CLICK THROUGH RATE ESTIMATION IN VARYING DISPLAY SITUATIONS	14/995421	01/14/2016	9,712,628	07/18/2017	Taboola.com Ltd.
DISPLAYING CONTEXT SENSITIVE RANKED SEARCH RESULTS	11/669832	01/31/2007	7,617,200	11/10/2009	Perfect Market, Inc
ORGANIZING CONTEXT-SENSITIVE SEARCH RESULTS	11/669833	01/31/2007	7,627,565	12/01/2009	Perfect Market, Inc
FILTERING CONTEXT SENSITIVE SEARCH RESULTS	11/669837	01/31/2007	7,610,279	10/27/2009	Perfect Market, Inc
CHARACTERIZING CONTEXT SENSITIVE SEARCH RESULTS AS NON-SPAM	11/669826	01/31/2007	7,617,199	11/10/2009	Perfect Market, Inc
CHAINING CONTEXT-SENSITIVE SEARCH RESULTS	11/669800	01/31/2007	7,657,518	02/02/2010	Perfect Market, Inc
GENERATING A RANKED LIST OF SEARCH RESULTS VIA RESULT MODELING	11/669841	01/31/2007	7,644,072	01/05/2010	Perfect Market, Inc
SCALABLE CONTENT RENDERING	15/610914	06/01/2017	10,346,511	07/09/2019	Taboola.com Ltd.

Title	App. No.	Application Date	Patent No./ Publication No.	Patent Date (Pub. Date)	Owner
METHOD AND SYSTEM FOR ASSESSING RELEVANT PROPERTIES OF WORK CONTEXTS FOR USE BY INFORMATION SERVICES	12/946295	11/15/2010	8,725,725	05/13/2014	Perfect Market, Inc.
METHODS OF OPERATION AND COMPUTER PROGRAM PRODUCTS FOR TOUCH SENSITIVE MOBILE DEVICES			9,891,788		Taboola.com Ltd.

United States Patent Applications:

Title	Application #	Application Date	Owner
SCALABLE CONTENT RENDERING	16/403900	05/06/2019	Taboola.com Ltd.
REAL-TIME DETECTION OF INTENT-LESS ENGAGEMENTS IN DIGITAL CONTENT DISTRIBUTION SYSTEMS	16/181560	11/06/2018	Taboola.com Ltd.
METHOD AND SYSTEM FOR CONTENT COMPOSITION	12/446017	10/18/2007	Taboola.com Ltd.