

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6122441

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FEEDVISOR LTD	03/26/2020
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: 4		
	Property Type	Number
	Patent Number:	10332139
	Application Number:	14951761
	Application Number:	15209972
	Application Number:	16406145
CORRESPONDENCE DATA		
Fax Number:		
	<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:	800-494-5225	
Email:	ipteam@coagencyglobal.com	
Correspondent Name:	STEWART WALSH	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	
Address Line 2:	COGENCY GLOBAL INC.	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	1225425 PAT	
NAME OF SUBMITTER:	SARAH MACKIN	
SIGNATURE:	/Sarah Mackin/	
DATE SIGNED:	05/26/2020	
Total Attachments: 7		

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**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of March 26, 2020, by and between **FEEDVISOR LTD**, a company organized under the laws of the State of Israel, with its principal place of business at Ze'ev Jabotinsky Rd 2., Ramat Gan, 5250501, Israel ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of August 31, 2017 as amended by that certain First Amendment to Intellectual Property Security Agreement dated December 5, 2019 (collectively, the "IP Agreement") in favor of Bank, pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral; and

WHEREAS, Grantor and Bank wish to amend the provisions of the IP Agreement as set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined herein shall have the same meaning herein as in the IP Agreement.
2. Amendment to Recital A. Recital A of the IP Agreement is hereby amended by deleting the text "in the amounts and manner set forth in that certain Loan and Security Agreement dated August 31, 2017, as modified by that certain First Loan Modification Agreement by and among Bank and Borrower dated as of December 5, 2019 (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)"

and inserting in lieu thereof the text:

"in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of March 26, 2020 (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)"

3. Exhibit B to the IP Agreement is hereby replaced by Exhibit B to this Amendment.
4. Exhibit C to the IP Agreement is hereby replaced by Exhibit C to this Amendment.
5. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the IP Agreement (including its exhibits) remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
- b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

FEEDVISOR LTD

By: [Signature]

Name: RAMI URSUMER

Title: CEO

"Bank"

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

[Signature page - Second Amendment to Intellectual Property Security Agreement -- Feedvisor Ltd]

[Faint signature]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Grantor”

FEEDVISOR LTD

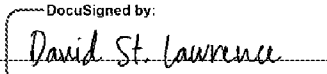
By: _____

Name: _____

Title: _____

“Bank”

SILICON VALLEY BANK

By: _____ 

Name: _____

Title: Vice President

[Signature page - Second Amendment to Intellectual Property Security Agreement -- Feedvisor Ltd]

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
System and Method for evaluating competition in a commerce-arena	App.No. 14/951,761	November 25, 2015
PROFIT OPTIMIZATION FOR PRICING OF PRODUCTS IN ONLINE TRADING ARENAS	App.No. 15/209,972	July 14, 2016
DYNAMIC RE-PRICING OF ITEMS ON ELECTRONIC MARKETPLACES AND/OR ONLINE STORES	US Patent No. 10,332,139 (App. No. 14/207,909)	June 25, 2014
DYNAMIC RE-PRICING OF ITEMS ON ELECTRONIC MARKETPLACES AND/OR ONLINE STORES	Continuation App. No. 16/406,145	March 13, 2014
INVENTORY MANAGEMENT TECHNIQUES, SYSTEM AND METHOD	-	Never filed

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
Device (FEEDVISOR CREST, B&W)	291796	06/06/2017	Israel
Device (FEEDVISOR CREST, B&W)	1357890	06/06/2017	International
Device (FEEDVISOR CREST, B&W)	1357890	04/01/2018	European Union
Device (FEEDVISOR CREST, B&W)	1357890 (5,398,754)	13/02/2018	USA
FEEDVISOR	013529185	16/04/2015	European Union
FEEDVISOR	4,991,145	05/07/2016	USA
FEEDVISOR	303467	02/07/2018	Israel
FEEDVISOR THE ALGO COMMERCE COMPANY	276989	02/03/2016	Israel
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256	10/12/2015	International
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256	28/12/2016	European Union
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256 (5,093,411)	06/12/2016	USA
Feedvisor the Algo-Commerce Company & Device (in B&W)	276990	02/03/2016	Israel
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069	10/12/2015	International
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069	20/12/2016	European Union
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069 (5,084,336)	22/11/2016	USA

Bracket and briefcase design	79213305	06/06/2017	USA
RAZ	88/292,871	07/02/2019	USA
PRODUCTSPHERE	88/370,017	03/04/2019	USA
Fv (Stylized, B&W)	88/370,031	03/04/2019	USA
BRANDSPHERE	88/500,192	03/07/2019	USA
COMPETITIVESPHERE	88/500,206	03/07/2019	USA