

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6930507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TABOOLA.COM LTD.	09/01/2021
PERFECT MARKET, INC.	09/01/2021
CONNEXITY, INC.	09/01/2021

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S DEARBORN ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 28

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:	9891788
Patent Number:	10719855
Patent Number:	10963910
Patent Number:	7672894
Patent Number:	7437312
Patent Number:	8001478
Patent Number:	7865495

PATENT

Property Type	Number
Patent Number:	7765178
Patent Number:	8019744
Patent Number:	8429147
Patent Number:	8428933
Patent Number:	8428948
Application Number:	16403900
Application Number:	16894001
Application Number:	16894004
Application Number:	16952779
Application Number:	17178763

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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.

Phone: 2124553605

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: 509265/2362

NAME OF SUBMITTER: GENEVIEVE DORMENT

SIGNATURE: /GD/

DATE SIGNED: 09/22/2021

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of September 1, 2021 (this "Patent Security Agreement"), is made by Taboola.com Ltd, Perfect Market, Inc. and Connexity, Inc. (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 September 1, 2021 (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 (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, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, 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.

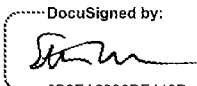
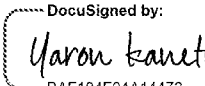
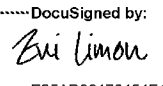
SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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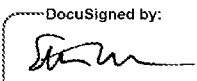
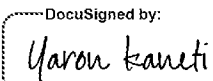
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

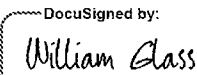
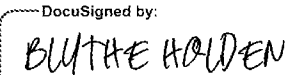
TABOOLA.COM LTD

By:			
	<small>DocuSigned by:</small>	<small>DocuSigned by:</small>	<small>DocuSigned by:</small>
	<small>0B9EA2388DE448D</small>	<small>DAF194F04A14472...</small>	<small>E25AD96170454F4...</small>
	Name: Stephen Walker	Name: Yaron Kaneti	Name: Zvi Limon
	Title: CFO	Title: VP Finance	Title: Chairman of

PERFECT MARKET, INC.

By:		
	<small>DocuSigned by:</small>	<small>DocuSigned by:</small>
	<small>6B9EA2388DE448D</small>	<small>DAF194F04A14472...</small>
	Name: Stephen Walker	Name: Yaron Kaneti
	Title: CFO	Title: Treasurer

CONNEXITY, INC.

By:		
	<small>DocuSigned by:</small>	<small>DocuSigned by:</small>
	<small>6B9EA2388DE448D</small>	<small>4886029A223E47E</small>
	Name: William Glass	Name: BLYTHE HOLDEN
	Title: CEO	Title: EVP and General Counsel

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

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

By: *Peter B. Thauer*

Name: Peter B. Thauer
Title: Managing Director

[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
METHODS OF OPERATION AND COMPUTER PROGRAM PRODUCTS FOR TOUCH SENSITIVE MOBILE DEVICES	14/422605	02/19/2015	9,891,788	02/13/2018	Taboola.com Ltd
INTERNET CONTENT COMMERCIALIZATION	15/376566	02/12/2016	10,719,855	07/21/2020	Taboola.com Ltd
REAL-TIME DETECTION OF INTENT-LESS ENGAGEMENTS IN DIGITAL CONTENT DISTRIBUTION SYSTEMS	16/181560	11/06/2018	10,963,910	03/30/2021	Taboola.com Ltd
AUTOMATED BIDDING SYSTEM FOR USE WITH ONLINE AUCTIONS	10/201118	07/22/2002	7,672,894	03/02/2010	Connexity, Inc.
METHOD FOR CONTEXT PERSONALIZED WEB BROWSING	09/933861	08/20/2001	7,437,312	10/14/2008	Connexity, Inc.
SYSTEMS AND METHODS FOR CONTEXT PERSONALIZED WEB BROWSING BASED ON A BROWSER COMPANION AGENT AND ASSOCIATED SERVICES	11/313552	12/20/2005	8,001,478	08/16/2011	Connexity, Inc.
WORD DELETION FOR SEARCHES	11/245602	10/06/2005	7,865,495	01/04/2011	Connexity, Inc.
SEARCH RANKING ESTIMATION	11/245601	10/06/2005	7,765,178	07/27/2010	Connexity, Inc.
SEARCH RANKING ESTIMATION	12/704179	02/11/2010	8,019,744	09/13/2011	Connexity, Inc.
FEDERATION FOR PARALLEL SEARCHING	13/091967	04/21/2011	8,429,147	04/13/2013	Connexity, Inc.
Usage based query response	12/640,964	12/17/2009	8,428,933	4/23/2013	Connexity, Inc.
Usage based query response	12/839,764	7/20/2010	8,428,948	4/23/2013	Connexity, Inc.

United States Patent Applications:

Title	Application #	Application Date	Owner
SCALABLE CONTENT RENDERING	16/403900	05/06/2019	Taboola.com Ltd
REAL-TIME DISPLAY ADAPTATION	16/894001	06/05/2020	Taboola.com Ltd

Title	Application #	Application Date	Owner
CONTROLLING DISPLAY LAYOUT OF DIGITAL CONTENT	16/894004	06/05/2020	Taboola.com Ltd
REFERRAL INFORMATION DETERMINATION AND UTILIZATION	16/952779	11/19/2020	Taboola.com Ltd
ESTIMATED QUALITY SCORES IN DIGITAL CONTENT DISTRIBUTION SYSTEMS	17/178763	02/18/2021	Taboola.com Ltd