

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FeedVisor Ltd.		07/20/2021	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6165236	COMPETITIVESPHERE	
Registration Number:	6165235	BRANDSPHERE	
Registration Number:	6217426	FV	
Registration Number:	6060012	PRODUCTSPHERE	
Registration Number:	6054326	RAZ	
Registration Number:	4991145	FEEDVISOR	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	07/23/2021		

CH \$165.00 6165236

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 20 2021, by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”), and **FEEDVISOR LTD**, a company organized under the laws of the State of Israel (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **FEEDVISOR, INC.**, a Delaware corporation (“**US Borrower**”) (Grantor and US Borrower are hereinafter jointly and severally, individually and collectively, referred to as “**Borrower**”) (the “**Loans**”) in the amounts and manner set forth in that certain Second Amended and Restated 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 Grantor 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;

(i) 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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. Termination. This Agreement shall terminate when all Obligations have been indefeasibly satisfied in full in cash and Bank has no further obligations to make any credit extensions to Borrower. Upon termination of this Agreement Bank will, if requested by Borrower, promptly release the security interest granted hereunder and will, at the sole cost and expense of Borrower, provide the Grantor with all required approvals or executed documents addressed to the proper governmental and other authorities as shall be required to remove the security interest in favor of the Bank granted under this Agreement.

6. 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.

7. 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.

8. 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).

9. Amended and Restated Agreement. This Agreement amends and restates, in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of August 31, 2017 by and between Grantor and Bank as amended by that certain First Amendment to Intellectual Property Security Agreement dated December 5, 2019 as amended by that certain Second Amendment to Intellectual Property Security Agreement dated March 26, 2020 and as further amended by that certain Third Amendment to Intellectual Property Security Agreement dated February 3, 2021.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FEEDVISOR LTD

DocuSigned by:

Raffy Wreschner

By: _____
FEEF686d7302404...

CFO

Title: _____

BANK:

SILICON VALLEY BANK

DocuSigned by:

Sam Alliston

By: _____
04DC90C9B1F946E...

Vice President

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Patent "System and Method for evaluating competition in commerce-arena"	App No. 14/951,761	25/11/2015
Patent "Profit optimization for pricing of products in online trading arenas"	App. No. 15/209,972	14/07/2016
Patent "Dynamic re-pricing of items on electronic marketplaces and/or online stores"	US Patent No. 10,332,139 (App. No. 14/207,909)	25/06/2019 13/03/2014
	16/406,145 (continuation of 14,207,909)	13/03/2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Device (FEEDVISOR CREST, B&W)	291796	06/06/2017
Device (FEEDVISOR CREST, B&W)	1357890	06/06/2017
Device (FEEDVISOR CREST, B&W)	1357890	04/01/2018
Device (FEEDVISOR CREST, B&W)	1357890 (5,398,754)	13/02/2018
Device (FEEDVISOR CREST, B&W)	UK 0080135789	04/01/2018
FEEDVISOR	013529185	16/04/2015
FEEDVISOR	4,991,145	05/07/2016
FEEDVISOR	303467	02/07/2018
FEEDVISOR	UK0091352918	16/04/2015
FEEDVISOR THE ALGO COMMERCE COMPANY	276989	02/03/2016
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256	10/12/2015
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256	28/12/2016
FEEDVISOR THE ALGO COMMERCE COMPANY	1289256 (5,093,411)	06/12/2016
FEEDVISOR THE ALGO COMMERCE COMPANY	UK0080128925	28/12/2016
Feedvisor the Algo-Commerce Company & Device (in B&W)	276990	02/03/2016
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069	10/12/2015
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069	20/12/2016
Feedvisor the Algo-Commerce Company & Device (in B&W)	1288069 (5,084,336)	22/11/2016
Feedvisor the Algo-Commerce Company & Device (in B&W)	UK0080128806	20/12/2016

RAZ	6,054,326	12/05/2020
PRODUCTSPHERE	6,060,012	19/05/2020
Fv (Stylized, B&W)	6,217,426	08/12/2020
BRANDSPHERE	6,165,235	29/09/2020
COMPETITIVESPHERE	6,165,236	29/09/2020

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A