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12-07-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101543475

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

76036954

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002190 FRAME: 0720

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76036954"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

Charge

THIS CHARGE (the "**Charge**") is issued the 1st day of August, 2000, by Cyota.Com, Inc, a company incorporated in and under the laws of the state of Delaware, whose address is 1350 Av. Of the Americas (hereinafter called the "**Pledgor**") and Plenus Technologies Ltd., a company incorporated in and under the laws of the State of Israel, whose address is Delta House, 16 Hagalim Avenue, Herzliya, or its designees or assignees (hereinafter, collectively, "**Plenus**").

WHEREBY IT IS WITNESSED as follows:-

1. This Charge is issued in order to secure the full and punctual performance of all the obligations of the Pledgor and its subsidiary, Cyota.Com Ltd. under the Loan Agreement dated August 1, 2000 entered into by and between Plenus and the Pledgor (the "**Loan Agreement**"), all such aforementioned obligations being hereinafter referred to as the "**Secured Obligations**".

Unless otherwise defined herein, the capitalized terms used in this Charge agreement shall have the meanings ascribed to them in the Loan Agreement.

2. As security for the full and punctual performance of the Secured Obligations, the Pledgor hereby charges in favor of Plenus by way of a first ranking fixed charge, prior to all other charges (whether fixed or floating), the Technology and the Intellectual Property described under **Exhibit A** attached hereto (all the property charged to Plenus by virtue of this section is hereinafter called the "**Charged Property**").
3. The Pledgor hereby warrants and represents, subject to the terms and conditions set forth in the Loan Agreement, that:
 - 3.1. the Charged Property is not mortgaged, pledged, charged, attached or otherwise encumbered, in whole or in part, in favor of any other persons or parties;
 - 3.2. the Charged Property is not affected by any restriction or condition relating to the transfer of ownership therein or to the mortgage, pledge or charge thereof, either at law or under any agreement whatsoever;
 - 3.3. That the Charged Property is, in its entirety, in the exclusive possession and ownership of the Pledgor;

- 3.5. That no assignment of rights or other disposition or circumstance has occurred derogating from the value of the Charged Property.
4. The Pledgor further undertake towards Plenus:
- 4.1. not to sell, transfer (or assign), let or part with possession of the Charged Property or any part thereof to any third party or to permit the same to be held, used or operated by any third party except as provided in the Loan Agreement.
 - 4.2. to notify Plenus immediately of the imposition of any attachment or the issue of any execution proceedings or of any application for the appointment of a receiver over or with respect to the Charged Property or any part thereof or the appointment of any liquidator to the Pledgor, to notify immediately the authorities which levied such attachment or issued such execution proceedings or received the application for the appointment of such receiver and any third party who initiated or applied for such action, of this Charge in favour of Plenus, and forthwith to take, at the expense of the Pledgor, all steps necessary for the discharge of such attachment, execution proceedings or appointment of receiver, as the case may be;
 - 4.3. not to mortgage, pledge, charge or otherwise encumber the Charged Property or any part thereof in any manner whatsoever whereby the rights thereunder shall rank prior to, pari passu with or subsequent to, the rights of Plenus under this Charge without the prior written consent of Plenus;
 - 4.4. to pay to the appropriate authorities on the due date(s) therefor and, if there is/are no due date(s) for payment thereof, then to pay to such appropriate authorities upon their first demand, all taxes, levies, imposts, compulsory loans and payments, now or hereafter applying to the Charged Property or any part thereof;
 - 4.5. forthwith to notify Plenus of the occurrence of any seizure, requisition, expropriation or forfeiture of the Charged Property or any part thereof; and
 - 4.6. forthwith upon Plenus's first demand, to furnish Plenus with any license, confirmation, certificate, receipt or other document which, in the opinion of Plenus, is required or necessary for purpose of proof of compliance by the Pledgor with its obligations under this Charge.
5. The Pledgor hereby irrevocably empower Plenus to effect in the Pledgor's name and stead. and at the Pledgor's expense any of the acts mentioned in Section 4 hereof - in

any case where such acts are not effected by the Pledgor at all, in time or to the satisfaction of Plenus.

The Pledgor hereby releases Plenus in advance from all liability should Plenus fail at all, in time or in an appropriate manner, to utilize any of the powers conferred upon Plenus under this Section 5.

6. The Charge hereby created in favour of Plenus shall be independent of all other collateral or securities received or to be received by Plenus from or for the Pledgor, shall not affect or be affected by, such other collateral or securities and shall serve as a continuing security, remaining in full force and effect until Plenus shall confirm to the Pledgor in writing that this Charge is null and void.
7. Upon the occurrence of any of the events set out hereunder, Plenus shall be entitled to declare all or any of the Secured Obligations to be immediately due and the obligation to transfer the Charged Property to Plenus shall immediately take effect. In such event(s), notwithstanding anything to the contrary in any other document, the Pledgor shall immediately, upon receipt of a written notice from Plenus, transfer the Charged Property to Plenus.
 - 7.1. if an attachment, lien, pledge or charge shall be created or imposed on the whole or any part of the Charged Property or execution proceedings instituted against it.
 - 7.2. if a receiver shall be appointed over the whole or any part of the Charged Property, or if a winding-up resolution shall be passed by the Pledgor or if a winding-up order shall be issued against the Pledgor by any court or if the Pledgor shall call a creditors' meeting for the purpose of entering into an arrangement with them, or if the Pledgor shall cease to pay its debts;
 - 7.3. if the Pledgor shall be in breach of or fail to perform any of its obligations towards Plenus, whether under this Charge or the Loan Agreement.
8. Upon the occurrence of any one of the events set out in the preceding Section 7, Plenus shall be entitled to take all such steps as it sees fit to transfer the Charged Property from the Pledgor to Plenus and vis a vis the Pledgor shall take all such steps to ensure the transfer of the Charged Property from the Pledgor to Plenus and, in addition thereto, without prejudice to any and all of its other rights, to release its rights under this Charge, including, without limitation, the sale of the Charged Property or any part thereof, whether by the appointment of a receiver or receiver and manager or whether by any other method Plenus shall see fit.

The Pledgor agrees that any receiver or receiver and manager, appointed pursuant to this Section 8, shall be deemed to be the agent of the Pledgor who shall be empowered, inter alia, to do the following:

- 8.1. to take possession of the Charged Property;
 - 8.2. to sell or agree to the sale of the Charged Property, in whole or in part, or to transfer the same to Plenus, upon such conditions as it may see fit;
 - 8.3. to make any other arrangement with respect to the Charged Property or any part thereof as it may see fit;
 - 8.4. to do all such other acts and things as he may consider incidental or conducive to any of the matters and powers aforesaid.
9. A waiver by Plenus in favor of the Pledgor in respect of a prior breach of, or non-compliance with, any one or more of its obligations towards Plenus, whether such obligation be contained in this Charge or the Loan Agreement or in any other existing or future document, shall not be construed as a justification or excuse for a further breach of, or non-compliance with, any condition or obligation aforesaid; and the forbearance of Plenus from the exercise of any right granted to it under this Charge, under any other document, or at law shall not be construed as a waiver of such right. No waiver by Plenus and no compromise or other arrangement whatsoever with Plenus shall bind Plenus unless made by Plenus in writing.
10. Any notice sent by Plenus to the Pledgor by registered or ordinary mail to the address first above given or to the address of the Pledgor's registered office or to such other address as the Pledgor shall notify Plenus in writing, shall be deemed to be sufficient notice received by the Pledgor and the Borrower within 72 hours from the time of dispatch of the letter containing the notice. A written statement by Plenus shall serve as conclusive evidence regarding the time of dispatch of such notice. Any notice given to the Pledgor by any other method shall be deemed to have been received by them at the time it is given or made public.
11. Plenus may at any time, at its own discretion and without the Pledgor's consent being required, assign this Charge and its rights arising thereunder, including the collateral in whole or in part and any assignee may also reassign the said rights without any further consent being required from the Pledgor. Such assignment may be effected by endorsement on this Charge or in any other way Plenus or any subsequent assignor deems fit.
12. This Charge and any other document referred to herein shall be binding upon and

legal representatives, successors and assigns, except that the Pledgor may not assign its rights or obligations under this Charge and any other document referred to herein without the prior written consent of Plenus.

13. Neither this Charge, nor any other instrument or document referred to herein may be changed, waived, discharged or terminated orally, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
14. If any provision of this Charge is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Charge as a whole but this Charge shall be construed as though it did not contain the particular provision or provisions held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by law.
15. This Charge shall be governed by, and interpreted in accordance with, the laws of the state of New York and the sole and exclusive place of jurisdiction in any matter arising out of or in connection with the Charge shall be the applicable court in New York.
16. As soon as possible after the execution of this Charge, but in any event not later than ____ days after such execution, the Pledgor shall sign all reasonable documents submitted to it by Plenus, in order to enable Plenus to register the Charge in the Pledgor registration in the _____.
17. Upon the fulfillment in full of all the Secured Obligations, Plenus shall execute the necessary documents and promptly remove the Charge from such registrations specified in Section 11 above.

IN WITNESS WHEREOF this Charge has been executed by Plenus and the Pledgor, on the date first above written.

R. Simha
Plenus Technologies Ltd.

By: Ruth Simha Momi Karko
Title: Managing CFO
Partner

Michal Tsur
Cypota.Com, Inc.

By: MICHAEL TSUR
Title: Executive VP

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13-Nov-2000 13:52

DAVID SANDEN
CYOTA 972 99566658

212-633-0132

No. 1106 P. 2/2

P. 2

Exhibit A

Charged Property, as used herein, means:

All rights in all patents (utility or design), patent applications, trademarks, trade names, service marks, designs, logos, copyrights, technology, know-how, process and all other intellectual property rights, permits and licenses (all of which whether registered or pending), currently held by Pledgor or later acquired, including, but not limited to, Patent Applications 60160945 and 60204239, and Trademark Application 76036954.

Name: MICHAEL TSUR

Title: Executive VP

Signature: Michael Tsur

R. Simha
PLENUS TECHNOLOGIES LTD.

Name: BEN ENOSH

Title: Executive VP

Signature: Ben Enosh

RECORDATION FORM

SECURITY AGREEMENT:
TRADEMARKS