

Form PTO-1594 (Rev. 03/01)
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 U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Commtouch Software Ltd.

Individual(s) Association
 Corporation - **Israel**
 Other -

Additional name(s) of conveying party(ies) attached? Yes
 No

2. Name and address of receiving party(ies)
 Name: **Smithfield Fiduciary LLC**
 Internal Address:
 Street Address: **c/o Highbridge Capital Management, LLC, 9 West 57th Street, 27th Floor**
 City: **New York** State: **NY** Zip: **10019**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership
 Corporation-State - **Cayman Islands limited liability company**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger

Security Agreement
 Change of Name
 Other

Execution Date: **December 26, 2003**

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s)
 B. Trademark Registration No.(s)
1,801,449

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Santo Manna, Esq.**
 Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

7. Total fee (37 CFR 3.41)..... \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 - Schulte Roth & Zabel LLP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Santo Manna, Esq. *[Signature]* **January 6, 2004**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$40.00 500675 1801449

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Commtouch Software Ltd. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has delivered a Debenture, dated December 26th, 2003 (the "Debenture"), in favor of Smithfield Fiduciary LLC, as agent for certain buyers (the "Assignee");

WHEREAS, pursuant to the Debenture, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Buyers (as defined in the Debenture) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Debenture);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee, and grants to the Assignee for the benefit of the Buyers, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Debenture, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 26th 2003.

CommTouch Software Ltd.

By: G. Mantel

Name: Gideon Mantel

Title: CEO

9565855.1

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

USPTO Trademarks and Trademark Applications
Owned by Commtouch Software Ltd.

- Trademark COMMTOUCH , registration number 1801449, registration date October 26, 1993