

Form PTO-1594 (Rev. 03/01)  
 OMB No. 0651-0027 (exp. 5/31/2002)  
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**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
 U.S. Patent and Trademark Office

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

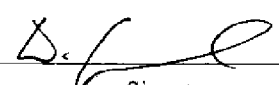
<p>1. Name of conveying party(ies):  <b>Smithfield Fiduciary LLC</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> Corporation  <input checked="" type="checkbox"/> Other – <b>a Cayman Island limited liability company</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other - <b>Release</b></p> <p>Execution Date: <b>December 6, 2004</b></p>	<p>2. Name and address of receiving party(ies)          Name: <b>CommTouch Software Ltd.</b>          Internal          Address: <b>Poleg Industrial Park, P.O. Box 8511</b>  <b>6 Hazoran Street, 6 Hazoran Street Netanya 42504</b>  <b>Israel</b></p> <p>Street Address:          City:                      State:                      Zip:</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership -  <input checked="" type="checkbox"/> Corporation – <b>Israel</b>  <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):          A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)  <b>1801449</b></p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Daniel Angel, Esq.</b>          Internal Address: <b>Schulte Roth &amp; Zabel LLP</b></p> <hr/> <p>Street Address: <b>919 Third Avenue</b></p> <p>City: <b>New York</b>    State: <b>N.Y.</b>    Zip: <b>10022</b></p>	<p>6. Total number of applications and registrations involved: ..... <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41)..... \$ <b>40.00</b>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <b>500675 – Schulte Roth &amp; Zabel LLP/Order No. 041584-0050</b></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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**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.*

**Daniel Angel, Esq.**

**December 14, 2004**

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Name of Person Signing
Signature
Date

Total number of pages including cover sheet, attachments, and document.

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20331

**CH \$40.00 500675 1801449**

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date executed below and is granted by **SMITHFIELD FIDUCIARY LLC**, a Cayman Island limited liability company, as agent for certain buyers ("Releasor"), in favor of **COMMTOUCH SOFTWARE LTD.**, an Israeli corporation ("Releasee").

**WHEREAS**, pursuant to that certain Debenture, dated as of December 26, 2003, by and among Releasee; Releasor, as agent; and the Buyers described therein (as amended, replaced, superseded or otherwise modified from time to time, the "Debenture"), Releasee executed that certain Assignment for Security Trademarks, dated as of December 26, 2003, as amended, replaced, superseded or otherwise modified from time to time (the "Trademark Security Agreement") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Debenture) (collectively, the "Trademark Collateral"):

- (a) the trademarks and service marks listed on Schedule A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); and
- (b) 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;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2778/Frame 865 on January 15, 2004;

**WHEREAS**, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Debenture, the Trademark Security Agreement and/or any other agreement (the "Security Interest"); and

**WHEREAS**, Releasor is willing to release and discharge fully the Security Interest.


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Debenture, the Trademark Security Agreement and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further

agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 6<sup>th</sup> day of December 2004.

**SMITHFIELD FIDUCIARY LLC**, as agent

By: 

Name: Adam J. Chill

Title: Authorized Signatory

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF New York

ss.:

COUNTY OF Queens

On this 6<sup>th</sup> day of December 2004, before me, the undersigned, personally appeared Adam J. Chill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL]

ZAINUB RANA  
Notary Public - State of New York  
No. 01RA6054878  
Qualified in Queens County  
My Commission Expires July 15, 2007

**SCHEDULE A**

<b>MARK</b>	<b>REG. NO.</b>
COMMTOUCH	1,801,449

**SCHULTE ROTH & ZABEL LLP**

919 Third Avenue  
 New York, NY 10022  
 (212) 756-2000  
 fax (212) 593-5955

*www.srz.com*

2004 DEC 15 P 5: 18

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**F A C S I M I L E**  
 PLEASE DISTRIBUTE TO ALL LISTED PERSONS

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To	Company	Fax No.	Confirmation No.
Assignment Division	USPTO	(703) 306-5995	(703) 308-9726

<b>FROM:</b> Stanley Seuradge	<b>DATE:</b> December 15, 2004
<b>DIRECT DIAL:</b> (212) 610-7495	<b>Number of Pages:</b> 7 (Including Cover Page)
<b>Number of Cover Sheets:</b>	
<b>FILE NO.:</b> 041584/0050	

**Additional Message:**

**Please record the attached document with the U.S. Patent and Trademark Office. If you have any questions, please call Stanley Seuradge at the telephone number listed above.**

9546959.1

THE INFORMATION CONTAINED IN THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

*For incomplete transmission please call (212) 756-2000 ext 6076*

**RECORDED: 12/15/2004**

**TRADEMARK**  
**REEL: 002993 FRAME: 0988**