

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Identify Software Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other Company
- Association
- Limited Partnership

Citizenship (see guidelines) Israel

Execution Date(s) 12-30-04

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,663,201; 2,814,376; 2,290,783; 2,465,969

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James M. Singer

Internal Address: 50th Floor

Street Address: 500 Grant Street

City: Pittsburgh

State: PA Zip: 15219

Phone Number: 412-454-5000

Fax Number: 412-281-0717

Email Address: singerj@pepperlaw.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-0436  
Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

January 14, 2005

Date

James M. Singer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 500436 2663201

**EXECUTION DRAFT****INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated December 30, 2004, is made by Identify Software Ltd., an Israeli company (Company No. 51-2265729) of 94 Derech Em-Ha'moshavot, Petach-Tikva, Israel ("Grantor"), in favor of Plenus Technologies Ltd. of Delta House, 16 Hagalim Avenue, Herzeliya, Israel 46725 ("Secured Party").

WHEREAS, Grantor and Secured Party have entered into that certain Credit Line Agreement ("Credit Agreement"), a Fixed Charge Agreement (the "Fixed Charge Agreement") and a Floating Charge Agreement (the "Floating Charge Agreement" and, collectively with the Fixed Charge Agreement, the "Charge Agreements"), all of which are dated as of the date hereof. The Credit Agreement and the Charge Agreements shall be referred to herein, collectively, as the "Agreements".

WHEREAS, under the terms of the Agreements, Grantor has granted a security interest in, among other property, certain registered intellectual property of Grantor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

**Section 1. Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all right, title and interest to the registered Intellectual Property currently owned by the Grantor and any of its subsidiaries or which shall be owned in the future by the Grantor or any of its subsidiaries (the "Collateral"). For purposes of this IP Security Agreement, "Intellectual Property" and "Intellectual Property Rights" shall mean: (i) copyright; (ii) patents and patent applications listed in Schedule A hereto and any rights thereunder and all registrations, and renewals in connection therewith; (iii) trademarks and service marks listed in Schedule B hereto, together with all translations, adaptations, derivations, and combinations thereof, and all registrations, and renewals in connection therewith; (iv) all in original topographies and all registrations, and renewals in connection therewith; and (v) all copyrighted computer software, in each case on a worldwide basis, and all copies and tangible embodiments thereof, or any part thereof, in whatever form or medium. Schedule A and/or Schedule B, as applicable, shall be deemed to be automatically updated upon the application or registration of any new Intellectual Property in the United States.

Without derogating from the above, the Grantor shall use reasonable commercial efforts to file amendments to Schedule A and/or Schedule B, as applicable, with the U.S. Patent and Trademark Office upon such application or registration but in any event at least one a year (assuming new Intellectual Property was registered in the United States).

For the purpose of clarity, as of the date hereof, the Grantor's subsidiaries do not currently own any registered Intellectual Property.

*Identify - Plenus - Security Agreement - December 30, 2004*

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**TRADEMARK**  
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**EXECUTION DRAFT**

**Section 2. Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred by Grantor now or hereafter existing under or in respect of the Credit Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**Section 3. Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

**Section 4. Right to Request Information.** In addition to the inspection rights granted to Secured Party under the Agreements, Secured Party shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A and B are updated. Such information may include any and all applications (without schedules, attachments and exhibits) and patents that are registered or other application and registrations related to the registered Intellectual Property of the Grantor or any of its current and future subsidiaries. Secured Party acknowledges that the information referred to above may include Grantor's trade secrets or any other proprietary non-public information whose disclosure might harm Grantor, and accordingly agrees maintain such information as confidential unless and until (i) disclosure is require by law, or (ii) Secured Party takes ownership of the Collateral.

**Section 5. Execution of Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 6. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Agreements. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In case of any discrepancies between the Agreements and this IP Security Agreement, the provisions of the Agreements shall prevail.

**Section 7. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel.

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**TRADEMARK**  
**REEL: 003014 FRAME: 0933**

**EXECUTION DRAFT**

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**IDENTIFY SOFTWARE LTD.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PLENUS TECHNOLOGIES LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

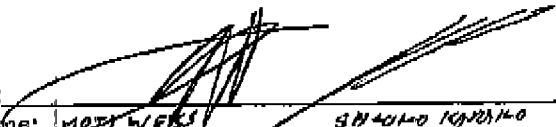
*Identify - Plenus - Security Agreement - December 30, 2004*

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IDENTIFY SOFTWARE LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PLENUS TECHNOLOGIES LTD.

By:   
Name: MED WERS SHAO LIU KENNEDY  
Title: MANAGING PARTNER CFO

**EXECUTION DRAFT****SCHEDULE A****PATENTS**

Title	Application Number	Filing Date	Status	Patent Number	Issue Date
SYSTEM AND METHOD FOR REMOTELY ANALYZING THE EXECUTION OF COMPUTER PROGRAMS	09/126,120	07/30/98	Issued. 7 ½ year maintenance fee due 3/13/08.	6,202,199	03/13/01
SYSTEM AND METHOD FOR MONITORING AND ANALYZING THE EXECUTION OF COMPUTER PROGRAMS	09/126,126	07/30/98	Issued. 3 ½ year maintenance fee due 2/28/05.	6,282,701	08/28/01
SYSTEM AND METHOD FOR CONDITIONAL TRACING OF COMPUTER PROGRAMS	10/057,002	01/24/02	Application Filed. Waiting for first Office Action.	N/A	N/A
SYSTEM AND METHOD FOR SOFTWARE DIAGNOSTICS USING A COMBINATION OF VISUAL AND DYNAMIC TRACING	09/799,338	03/05/01	Application Filed. Waiting for first Office Action.	N/A	N/A
SYSTEM AND METHOD FOR TROUBLESHOOTING SOFTWARE CONFIGURATION PROBLEMS USING APPLICATION TRACING	10/703,098	11/06/03	Application Filed. Waiting for first Office Action.	N/A	N/A
SYSTEM AND METHOD FOR TROUBLESHOOTING RUN-TIME SOFTWARE PROBLEMS USING APPLICATION LEARNING	10/808,760	03/25/04	Application Filed. Waiting for first Office Action	N/A	N/A
SYSTEM AND METHOD FOR AUTOMATED TUNING OF PROGRAM EXECUTION TRACING	60/582,761	6/25/04	Provisional application Pending. Must be converted to a regular application by 6/25/05		

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**SCHEDULE B**

**TRADEMARKS**

1. APPSIGHT and logo - U.S. Application No. 78/050,364, U.S. Registration No. 2,663,201, registered December 17, 2002 (Registered to MUTEK Solutions Ltd.).
2. IDENTIFY - U.S. Application No. 78/181,200, U.S. Registration No. 2,814,376, registered February 10, 2004.
3. BUG TRAPPER - U.S. Application No. 75/295,949, U.S. Registration No. 2,290,783, registered November 9, 1999 (Registered to MUTEK Solutions Ltd.).
4. BUG TRAPPER and logo (bug design) - U.S. Application No. 75/409,371, U.S. Registration No. 2,465,969, registered July 3, 2001 (Registered to MUTEK Solutions Ltd.).

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**RECORDED: 01/14/2005**

**TRADEMARK**  
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