

08-02-2004

FORM PTO-1594

REC

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)



102805049

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

1. Name of conveying party(ies):

PROSIGHT, LTD

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

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

3. Nature of conveyance:

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

Execution Date: 3/22/04

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark No.(s)

2477444

2679901

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

07/30/2004 METACHE 00000001 2477444

DO NOT USE THIS SPACE

01 FC:8521	40.00 DP
02 FC:8522	25.00 DP

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.

Maribel Arceaga
Name of Person Signing

Maribel Arceaga
Signature

7/19/04
Date

Tracy Walton

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 003018 FRAME: 0015

7.29-04

OPR/ FINANCE
JUL 29 AM 7:06

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*IP Agreement*") is made as of March 22 2004, by and between ProSight Ltd., an Israeli corporation (private company no. 512679259) ("*Grantor*"), and Silicon Valley Bank, a California banking corporation ("*Bank*").

RECITALS

A. Bank will make certain loans and advances to Grantor ("*Advances*") as described in that certain Loan and Security Agreement (the "*Loan Agreement*") entered into by Bank, Grantor, ProSight Holding Inc., a Delaware corporation ("*Holding*"), and ProSight, Inc., a Delaware corporation ("*ProSight*"), and together with Grantor and Holding, each a "*Borrower*", and together, the "*Borrowers*"), and dated as of March 22, 2004, but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in 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 Grantor's Indebtedness under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Creation of Security Interest. As collateral security for and subject to the prompt, complete and final payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby charges and pledges in favor of Bank by way of first ranking fixed charge and pledge all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral owned by Grantor (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 or 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 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 rights specified above (including, 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, 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. Registration. Grantor shall, forthwith following the execution of this IP Agreement, register the security interest created by this IP Agreement with the Israeli Registrar of Companies, the Israeli Patent Registry and any other necessary registry (Israeli or foreign), as may be jointly determined by counsels for Grantor and the Bank, and perfect such registration and deliver to the Bank original certificates of registration of such security within 21 days from the date hereof. Grantor shall pay any stamp tax, registration fees and other expenses which is or becomes payable in connection with the entry into, registration or recording performance or the duly enforcement of this Agreement and the perfection of the security interest granted hereunder.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except (i) for licenses granted by Grantor to its customers or third parties in the ordinary course of business and (ii) for Intellectual Property Collateral in which Grantor is a joint owner ("*Jointly Owned Collateral*"), which Jointly Owned Collateral does not constitute a material portion of the value of the Intellectual Property Collateral.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment or transfer of the rights thereunder to a third party without the licensor's or other party's consent;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for (i) licenses granted by Grantor to its customers or third parties in the ordinary course of business, (ii) assignments of Intellectual Property Collateral constituting a non-material portion of the value of the Intellectual Property Collateral or (iii) as otherwise permitted in this IP Agreement;

(d) To its knowledge, as of the date of execution of this Agreement each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Commensurate with the terms of this IP Agreement, Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, and any other right included in the Intellectual Property Collateral, unless Grantor determines that reasonable business practices suggest that abandonment or forfeiture of such rights is appropriate; (ii) use reasonable commercial efforts to detect infringements of the Trademarks, Patents, Copyrights, Mask Works and any other right included in the Intellectual Property Collateral and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents,

Copyrights, Mask Works or and any other right included in the Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Bank (which shall not be unreasonably withheld), unless Grantor determines that reasonable business practices suggest that abandonment or forfeiture is appropriate.

(g) Grantor shall promptly register, in any applicable jurisdiction, the most recent version of any of Grantor's Copyrights, if not so already registered, (i) that in Grantor's discretion require registration or (ii) if reasonably request by the Bank, and Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To Grantor's knowledge, no authorization, approval or other action by, and no notice to or filing with, any third party, including any Israeli or foreign governmental authority or regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor or (ii) for the perfection or the exercise by Bank of its rights and remedies hereunder, except (A) the filing with the Israeli Registrar of Companies and the Israeli Patent Registry necessary to perfect the security interests created hereunder, (B) as has been already made or obtained and (C) except for consents of co-owners of Jointly Owned Collateral, and the value of such Jointly Owned Collateral requiring such consent does not constitute a material portion of the value of all Intellectual Property Collateral.

(j) All information heretofore, herein or hereafter supplied to Bank by Grantor or to Grantor's knowledge on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts. Grantor shall provide notice to and obtain the consent of co-owners of Jointly Owned Collateral comprising (or upon completion of the development project relating thereto, reasonably likely to comprise) a material portion of the value of the Intellectual Property Collateral, of the grant and existence of the Bank's lien hereunder with respect to Grantor's interest in such Jointly Owned Collateral.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

(m) Grantor has not received any financing or approval of financing for research and development projects through the office of the Chief Scientist, Ministry of Industry and Trade of the State of Israel.

(n) Grantor has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of this IP Agreement and the transactions contemplated hereby. This IP Agreement constitutes its legal, valid and binding obligation of Grantor.

(o) the security interest conferred by this IP Agreement is not subject to any senior or pari passu security interests granted by Grantor.

(p) Grantor has not made a voluntary assignment in bankruptcy, has not taken any proceeding with respect to a compromise or arrangement with its creditors, has not taken any proceeding to have itself declared bankrupt or wound-up, has not taken any proceeding to have a receiver appointed with respect to any part of its assets, has not had any execution or distress become enforceable or become levied upon any of its property, including the Intellectual Property Collateral, or, to Grantor's knowledge, had any petition, receiving order in bankruptcy or similar insolvency proceeding, made against it.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take in order to maintain or protect the Intellectual Property Collateral but which Grantor fails to take, (i) after fifteen (15) days' notice to Grantor, if no specific date for performance was set; or (ii) at any time following an agreed upon date for performance, and following a written notice to the Grantor to that affect. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this *Section 4*.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents who are bound by nondisclosure agreements with Bank sufficient to protect the confidentiality and restrict the use of Grantor's proprietary information, the right to visit, at Grantor's reasonable expense during regular business hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that develop, manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto in a manner not disruptive to Grantor's business upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) time every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the State of Israel, the United States, and all other applicable jurisdictions, in which the Intellectual Property Collateral is registered, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the Israeli Registrar of Companies and the Israeli Patent Registry, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, Mask Works and other rights included in the Intellectual Property Collateral, and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral in which such right can be granted.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks, Mask Works or any other right included in the Intellectual Property Collateral, acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, Mask Works or any other right included in the Intellectual Property Collateral, in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement in any material respect; provided, however, that no Event of Default shall be deemed to have occurred hereunder solely by reason of the Grantor's breach of a warrant or agreement with respect to an item of Intellectual Property Collateral added to the schedules hereto by the Bank pursuant to Section 6(b)(i) without prior notice to the Grantor.

8. Remedies.

(a) Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies available by law and hereunder, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, Mask Works and other rights included in the Intellectual Property Collateral, to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

(b) Without limiting the above, on and at any time after the occurrence of an Event of Default the Bank shall be entitled to take all such steps as it sees fit to collect any sums due from Grantor and, in addition thereto, without prejudice to any and all of its other rights, to realize the Intellectual Property Collateral, by the appointment of a receiver, by obtaining a Court order or by any other method the Bank shall see fit, to the extent permitted by applicable law.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be reasonably necessary or proper to reinvest in Grantor all right, title and interest in and to the property, including without limitation the Intellectual Property Collateral, to the extent assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto in response to Grantor's default.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. Except as described in Section 6(b)(i) hereof, this IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of the competent Courts of Tel Aviv - Jaffa.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank who are bound by comparable nondisclosure agreements with Bank protecting the use and disclosure of Grantor's confidential, non-public information, (ii) to prospective transferees or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have delivered a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

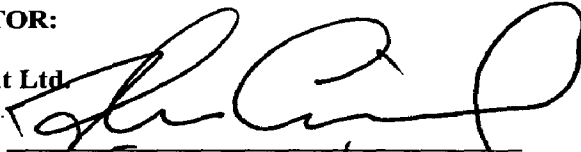
GRANTOR:

ProSight Ltd

By:

Name:

Title:



John Gmra

CEO

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated as of the Effective Date of the Loan Agreement.

EXHIBIT "A"

COPYRIGHTS

*SEE ATTACHES
Schedule A*

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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Exhibit "B" attached to that certain Intellectual Property Security Agreement dated as of the Effective Date of the Loan Agreement.

EXHIBIT "B"

PATENTS

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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*See Attached
Schedule A*

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated as of the Effective Date of the Loan Agreement.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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*See attached
Schedule A*

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated as of the Effective Date of the Loan Agreement.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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N/A

USA Trademarks – Registered

No.	Reg. No.	Mark
1.	2,477,444	EIT-FORUM
2.	2,679,901	PROSIGHT
USA Trademarks – Pending Applications --NONE--		
State Trademarks – Registered or Pending -- NONE --		

Foreign Trademarks – Registered

No.	Country	Reg. No.	Mark
1.	Australia	922801	PROSIGHT
2.	Canada	596655	PROSIGHT
3.	Israel	138891	EIT-ENABLER

Foreign Trademarks – Pending Applications

No.	Country	Appln. No.	Mark
1.	Community Trademark	002404481	PROSIGHT
2.	Japan	102250/2003	PROSIGHT (Class 9)
3.	Japan	102251/2003	PROSIGHT (Class 35)
4.	Japan	102252/2003	PROSIGHT (Class 42)

Copyrights

--NONE--

Business Names

No.	Name
1.	PROSIGHT LTD.

1105