

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.I.S. Software Systems Ltd.		07/11/2000	CORPORATION: ISRAEL

RECEIVING PARTY DATA

Name:	B.I.S. Advanced Software Systems Ltd.
Street Address:	35 Montefiori St.
City:	Tel Aviv
State/Country:	ISRAEL
Postal Code:	65201
Entity Type:	CORPORATION: ISRAEL

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2120675	BEAUTIFAST
Registration Number:	1900435	NET-PASS
Registration Number:	2169835	TRANSFAST

CORRESPONDENCE DATA

Fax Number: (212)632-3489
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-632-3480
 Email: nathanb@pczlaw.com
 Correspondent Name: Nathaniel Buchek
 Address Line 1: 10 Rockefeller Plaza
 Address Line 2: Suite 1001
 Address Line 4: New York, NEW YORK 10016

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$90.00 2120675

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Nathaniel Buchek

Signature:

/Nathaniel Buchek/

Date:

06/16/2005

Total Attachments: 7

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Schedule 2.5.1.11(a)

Agreement for the Assignment of Rights

THIS AGREEMENT is entered into as of 11 July 2000 between BIS Advanced Software Systems Ltd., (hereinafter "BIS Advanced"), an Israeli corporation (I.D.# 51-255554-1), and BIS Software Systems Ltd. (hereinafter "BIS Software"), an Israeli corporation (I.D.# 51-126886-4)

WHEREAS, BIS Advanced wished to focus its activity on software products, and

WHEREAS, BIS Software has assigned its intellectual property to BIS Advanced,

and

WHEREAS, BIS Advanced, in consideration of that assignment, has taken upon itself all of the obligations that arise from any agreements, including but not limited to any maintenance agreements to which BIS Software had been party, or any other obligations arising from the assignment of the technologies that had been developed by BIS Software prior to the Effective Date hereof; and

WHEREAS, BIS Advanced, in consideration of that assignment, was ready to take upon itself all of the obligations BIS Software had toward its employees, and

NOW, THEREFORE, in consideration of the promises and the mutual covenants, terms and conditions hereinafter set forth, the parties hereto acknowledge that effective of the first day of January 1999 (hereinafter the "Effective Date") they have concluded an agreement on the assignment of assets and rights as follows:

1 PREAMBLE & EXHIBITS

The preamble to this Agreement and the Appendix attached hereto shall constitute an integral part hereof

51-126886-4
11-7-00
11-7-00

OWNERSHIP, RIGHTS AND OBLIGATIONS

- 2.1. As of the Effective Date, all real-estate property and any right or equity in any other entity as listed on Appendix A and any right or obligation arising out and/or from these listed equities and rights and real estate properties, that had belonged prior to the Effective Date to BIS Software, would remain in the sole ownership of BIS Software, and BIS Advanced would have no claim with regard thereto.
- 2.2. As of the Effective Date, (a) all other assets and rights and obligations that had belonged prior to the Effective Date to BIS Software, have been assigned to BIS Advanced and are in its sole ownership. BIS Software does not and shall not have any claims or demands in respect of such assets and rights; (b) every right, title or interest in any copyright, trademark, patent, patent application, trade secret or any other right of intellectual property that had been the property of, or arise from technologies that had been developed or otherwise acquired by BIS Software, including without limitation the Company Intellectual Property, as defined in the Share Purchase Agreement of June 30, 2000 between BIS Advanced and Eris Consultancy B.V. have been assigned to BIS Advanced and are in its sole ownership. BIS Software does not and shall not have any claim or demand in respect of such intellectual property rights; and (c) the rights and obligations of BIS Software that arise from license, distribution and maintenance agreements listed in Appendix B hereto were assigned in whole to BIS Advanced.
- 2.3. With regard to the maintenance agreements to which BIS Software had been party to on the Effective Date, the parties to this agreement acknowledge that since the Effective Date, the obligations under these agreements have been exercised in full by BIS Advanced.
- 2.4. The parties agree that all obligations with regard to maintenance agreements and employees and all obligations that arise from technologies or from intellectual property or from any other right that had been assigned according to this Agreement are assigned hereof and are part of the consideration of the assignment of assets and rights under this Agreement.
- 2.5. In consideration of the assignment of assets, rights and obligations under this Agreement, including but not limited to, the obligations referred to in sections 2.3 and 3.1 of this Agreement, all the profits generated by BIS Advanced within the period between 1.1.1999 until 30.6.2000, and any tax due upon such profits, shall be transferred to BIS Software, to the extent that BIS Advanced's assets and liabilities are balanced as of date of 30 June 2000, except for liabilities in respect of unpaid salary to Motti Miron from February 2000 and to Roni Vinkler. This would imply that all assets are matched by equally by all liabilities, and all profits or losses recharged to BIS Software. Only once this balance is verified by the Company's Auditors in writing and to the extent that all receivable are received, may money be paid to BIS Software Systems Ltd.
- 2.6. For the purpose of this section 2.6, the term "Proceedings" shall include the lawsuit filed by BIS Software against Software AG in the District Court of Jerusalem and any other proceeding that relate to or derive from that lawsuit. The legal Proceedings of BIS Software against Software A.G shall remain in the sole responsibility of BIS Software and BIS Software shall indemnify BIS

Advanced and its officers, directors, shareholders, agents and representatives from and against any losses, liabilities and costs (including legal fees) arising out of these Proceedings

3. EMPLOYEES

3 1 As of the Effective Date, all employees of BIS Software have been transferred to BIS Advanced, under the same conditions and privileges that had been in effect prior to the Effective Date. All obligations of BIS Software to its employees, except with regard to Mr. Moshe Gottlieb, including all the rights for future compensation, pension funds, insurance policies (Bituach Menahalim, Keren Hishtalmut), redemption of holiday pay, and severance fees, would be assigned in whole to BIS Advanced.

4. DOCUMENTATION, TAXES

4 1 In the event that one of the parties to this agreement would be required by any law or contractual obligation, to ascertain that the assignment of rights had occurred in the manner stated by this agreement, then the other party shall reasonably assist him in meeting that objective

4 2 BIS Software shall, at its own expense, take any and all actions required to effect registration of the transactions contemplated hereby, including without limitation the assignment of any patent and patent applications, trade marks and any other registrable properties. Such undertaking shall apply to registrations in any jurisdiction and include, inter alia, the preparation of documents, and execution of assignments, applications and any other forms required for the performance thereof.

4 3 BIS Software shall bear all tax liabilities which may arise out of the transactions contemplated hereby, and indemnify BIS Advanced for, and hold it harmless from any such liabilities.

5. NOTICES

5 1 On the 8 day of August 1999, the Israeli Investments Center has approved the assignment of all rights and obligations arising from the approved investment in BIS Software, to BIS Advanced. Appendix C of this agreement sets forth the Investment Center's approval.

5 2 On the 22nd day of February 2000, the parties to this agreement applied for the Chief Scientist's approval for the assignment of all rights and obligations of BIS Software with respect to the Chief Scientist, to BIS Advanced. Exhibit C of this agreement sets forth the application to the Chief Scientist. BIS Software has made all payments due to the Chief Scientist for all revenues generated by BIS Software for the period prior to January 1, 1999.

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ב.י.ס.

מערכות ותוכנה מתקדמות בע"מ

Moti Miron

BIS Advanced Software Systems Ltd.

By: Moti Miron

Title: _____

ב.י.ס. מערכות ותוכנה בע"מ

[Signature]

BIS Software Systems Ltd.

By: _____

Title: _____

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Appendix A

BIS Software Systems Ltd., holds equity in:

1. several companies that own real-estate in London (the piers' area);
2. a company that owns a building in London.

5.1.14 | 2.2.11.11

2.2.11.11

Appendix B

A breakdown of license, distribution and maintenance agreements to which BIS Software Systems Ltd. is a party:

Party to the agreement	Type of agreement	Date of signature
BIT	NPS distributor	1/11/1996
PANSID	NPS distributor	24/1/1997
SPL	NPS distributor	28/2/1997
California State	NPS client	29/12/1998
Company Sciences Corp.	NPS client	27/4/1998
Sara Lee Direct	NPS client	16/6/1998
STS	Software development	10/12/1998
Eitan Pearl Latzer & Cohen Zedek	Legal services	17/5/1998
Efrati & Efrati	C.P.A.	1/1/1988
Technology Garden	Lease of the Jerusalem office	23/6/1995 (terminates on the 31/7/2000)

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Appendix C

1. Approval of the Investment Center for the assignment of obligations from BIS Software Systems Ltd. to BIS Advanced Software Systems Ltd.
2. Application for the Office of the Chief Scientist's approval for the assignment of all rights and obligations of BIS Software with respect to the Chief Scientist, to BIS Advanced.