

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):
Arel Communications and Software Ltd.

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

Citizenship (see guidelines) Israel
Execution Date(s) April 20, 2005

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached?

Name: Cetus Corp.
Internal Address: STE 200
Street Address: 6450 Sand Lake Road
City: Dayton
State: OH
Country: USA Zip: 45414-2645

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Ohio
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Resubmission Document ID 700177195

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) 2726208 2601169 2441816

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: Matthew R. Jenkins
Internal Address: _____
Jacox, Meckstroth & Jenkins
Street Address: 2310 Far Hills Building
City: Dayton
State: Ohio Zip: 45419-1575
Phone Number: 937/298-2811
Fax Number: 937/298-7418
Email Address: law@mj.biz

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 0148
Expiration Date 03/2008

b. Deposit Account Number 50-1287
Authorized User Name Matthew R. Jenkins

9. Signature: *Matthew R. Jenkins* 7-18-2005
Signature Date

Matthew R. Jenkins
Name of Person Signing

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

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

OP \$90.00 2726208

05/06/2005
700177195

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- Security Agreement
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- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

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Internal Address: STE 200

Street Address: 6450 Sand Lake Road

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Authorized User Name Matthew R. Jenkins

9. Signature:

Matthew R. Jenkins
Signature

5-6-2005
Date

Matthew R. Jenkins

Name of Person Signing

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

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OP \$90.00 2726208

CHARGE AGREEMENT

THIS CHARGE AGREEMENT (this "Agreement") is made as of the 20th day of April 2005, by and between Arel Communications and Software Ltd., a company organized under the laws of the State of Israel (the "Pledgor"), and Cetus Corp., an Ohio corporation (the "Lender").

WITNESSETH:

WHEREAS the Lender has granted the Pledgor the use of a revolving credit facility pursuant to a Loan Agreement by and between the Pledgor and the Lender, dated as of March 8, 2005, as amended, and as same may be further amended from time to time (the "Loan Agreement");

WHEREAS pursuant to the Loan Agreement, the Pledgor has undertaken to register a first-priority ranking fixed charge on all its present and future intellectual property assets, including, but not limited to the intellectual property assets listed in Exhibit A attached hereto (the "Fixed-Charged Assets") and a first-priority floating charge on all of its present and future assets other than the Fixed-Charged Assets, including, but not limited to those assets set forth in Exhibit B attached hereto (the "Floating-Charged Assets") (together, the "Collateral"), to and in favor of the Lender;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. To secure the performance of the Pledgor's obligations hereunder and under the Loan Agreement and the other Loan Documents, and the repayment of the Outstanding Principal Amount, and any accrued and unpaid Interest thereon owed to the Lender under the Loan Agreement and other Loan Documents, the Pledgor hereby pledges and grants the Lender, (i) a first-priority fixed charge on the Fixed-Charged Assets other than on Excluded Assets (the "Fixed Charge"); and (ii) a first-priority floating charge on the Floating-Charged Assets other than on Excluded Assets (the "Floating Charge") (together, the "Charges"). The term "Excluded Assets" shall mean the shares held by the Pledgor in Arelnet, Ltd. The parties hereto acknowledge and agree that it is the parties' intent that all of the assets of Pledgor, tangible or intangible, now owned or hereafter acquired, other than the Excluded Assets, be subject to the Charges. The parties hereto acknowledge and agree that exercise of the Charges on some of the Fixed-Charged Assets and the Floating-Charged Assets may not be exercisable unless the consent of the counterparty to the agreement pursuant to which such Fixed-Charged Assets or Floating-Charged Assets were acquired is obtained and that the Pledgor has not obtained such consents as of the date hereof and shall not be required to obtain such consents until such time that the Lender shall be entitled to enforce the Fixed Charge and/or the Floating Charge against the Pledgor, and the Fixed-Charged Assets and/or Floating-Charged Assets, as appropriate, shall become subject to foreclosure in accordance with the terms of this Agreement.

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נישדד המסעדות
ריסם החברות והשותפות
05-2005
נחמאל

3. The Pledgor will not, without the prior written consent of the Lender, (i) create, incur, assume or permit to exist any mortgage, deed of trust, pledge, security interest, lien or other encumbrance upon or with respect to any of its property (real or personal, tangible or intangible) whether now owned or hereafter acquired other than the security interests granted hereunder, the security interests set forth in the Company Disclosure Schedule, and such other security interests which may arise pursuant to the terms of lease or license agreements entered into in the ordinary course of business; (ii) dispose of the Floating-Charged Assets other than in the ordinary course of business or (iii) dispose of the Fixed-Charged Assets other than by way of licensing agreements entered into in the ordinary course of business.

4. The Lender shall be entitled to enforce the Fixed Charge and/or the Floating Charge against the Pledgor, and the Fixed-Charged Assets and/or Floating-Charged Assets, as appropriate, shall become subject to foreclosure in the event that an Event of Acceleration is continuing and the Lender declares that the Outstanding Principal Amount, and accrued interest thereon, are, together with any other amounts owing by the Pledgor under the Loan Documents, forthwith due and payable in accordance with Section 10.1 of the Loan Agreement.

4.1. Each of the events set out below in this Section 4.1 shall be an "Event of Acceleration":

4.1.1. The Pledgor or any of its Subsidiaries does not pay any amount payable by it under the Loan Documents when due and such default shall continue unremedied for more than five (5) Business Days after written notice by the Lender to the Pledgor;

4.1.2. Default shall be made by the Pledgor or any of its Subsidiaries in the due observance or performance of any other covenant or condition contained in any of the Loan Documents required to be observed or performed by it which default is not remedied within 30 days after written notice from Lender;

4.1.3. Any representation or warranty made by the Pledgor or any of its Subsidiaries in the Loan Documents is incorrect or misleading in any material respect when made (or deemed made);

4.1.4. The Pledgor or any of its Subsidiaries commences, or there is commenced against either of the Pledgor or any of its Subsidiaries (or any of its assets), any proceedings under any bankruptcy, insolvency, reorganization, receivership, relief of debtors, dissolution, liquidation or similar law of any jurisdiction and, if such proceedings are commenced against the Pledgor or any of its Subsidiaries, such proceedings are not dismissed within 60 days after the institution thereof; the Pledgor or any of its Subsidiaries admits in writing its inability to pay its debts generally as such debts become due; a court of competent jurisdiction enters an order, judgment or decree appointing a custodian, receiver, trustee, liquidator or conservator of the Pledgor or any of its Subsidiaries or of the whole or any substantial part of its properties which order, judgment or decree is not dismissed within 60 days after the giving thereof; or the Pledgor or any of its Subsidiaries makes a general assignment for the benefit of creditors;

4.1.5. One or more judgments for payment of money in excess of \$250,000 in the aggregate shall be rendered against the Pledgor or any of its

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Subsidiaries and such judgments, decrees or orders shall continue unsatisfied and in effect for a period of 30 consecutive days without being vacated, discharged, satisfied or stayed or bonded pending appeal;

4.1.6. The Pledgor or any of its subsidiaries shall: (i) fail to pay any installment of principal of, or interest on, any other indebtedness for borrowed money in a principal amount which exceeds \$200,000 ("Other Debt"), whether now or at any time hereafter outstanding, whether at maturity, by call for redemption, acceleration, declaration or otherwise or (ii) fail to perform or observe any term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any such Other Debt, when required to be performed or observed, if the effect of such failure to perform or observe is to accelerate, or to permit the acceleration of, the maturity of such Other Debt or any such Other Debt shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof;

4.1.7. A breach by the Pledgor of Section 11 of the Loan Agreement which is not cured within 30 days after written notice from Lender;

4.1.8. A Change of Control shall have been consummated; or

4.1.9. Any event or series of events occur(s), which, in the reasonable opinion of the Lender, after discussion with the Pledgor, is likely to have a material adverse effect on the ability of the Pledgor to pay any amount payable by it under the Loan Agreement when due. This Section 4.1.9 shall only apply at such times that the Outstanding Principal Amount exceeds five million US dollars (US \$5,000,000).

5. In the event that the Fixed Charge and/or the Floating Charge on the Collateral shall be exercised with respect to Collateral derived from funding received by the Pledgor from the Israeli Office of the Chief Scientist under the Encouragement of Research and Development in Industry Law 5744-1984 (the "R&D Law") (such Collateral shall be referred to hereinafter as the "OCS Collateral"), the sale of the OCS Collateral and the transfer thereof in the framework of such exercise, including in the event that the purchaser of such OCS Collateral shall be the Lender itself, shall be subject to the authorization of the Research Committee (as defined in the R&D Law) or another substitute authority acting under the R&D Law. In addition, transfer of the OCS Collateral in the framework of the foreclosure process of the Fixed Charge and/or the Floating Charge shall be conditioned upon the recipient of such OCS Collateral undertaking to adhere to the provisions of the R&D Law, including section 19(c) thereof, the terms of each Program (as defined in the R&D Law) associated with the OCS Collateral, including the prohibitions on the transfer of the OCS Collateral (unless the recipient has first received the consent of the Research Committee) and to pay royalties.

6. The Charges shall be registered by the Pledgor with the Israeli Registrar of Companies (the "Registrar") as soon as practicable after the date hereof, but in any event no later than twenty one (21) days after the date hereof. The Lender shall cooperate with the Pledgor and execute all documents as may be reasonably necessary for the Pledgor to register these Charges with the Registrar.

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7. The amount being secured under the Charges created by this Agreement is limited to the amounts owed to the Lender under the Loan Agreement and to discharging all reasonable costs and expenses (including reasonable attorney's fees) incurred by the Lender in connection with the enforcement of its rights and remedies hereunder (the "Enforcement Expenses"); provided, however, that the Collateral hereunder which is securing such amount is not limited by any amount. The payments to be made to the Lender in the event of the foreclosure of the Charges will be applied in the following order: (i) reimbursement of Enforcement Expenses; (ii) accrued and unpaid Interest; and (iii) the Outstanding Principal Amount. Any surplus shall be transferred to the Pledgor or any other Person entitled thereto.

8. The Fixed Charge and/or the Floating Charge shall be cancelled and, at the request of the Pledgor, the Lender shall promptly execute all documents necessary to release the Fixed Charge and/or the Floating Charge, including documents reasonably necessary to deregister the Fixed Charge and/or the Floating Charge with the Registrar, at such time that: (i) all amounts payable by the Pledgor under the Loan Agreement shall have been paid in full; and (ii) the Lender shall not be under any obligation under the Loan Agreement to provide any additional Installments to the Pledgor.

9. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

10. None of the rights, privileges, or obligations set forth in, arising under, or created by this Agreement may be assigned or transferred by either party hereto without the prior consent in writing of the other party.

11. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by facsimile or mailed by registered or certified mail, postage prepaid, or by electronic mail, or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or such other address a party shall furnish to other party in accordance with this Section 11:

if to the Pledgor:

Arel Communications and Software Ltd.
22 Einstein St., Park Hamadah, Building 22
Kiryat Weizman, Nes Ziona,
Israel 74140
Fax:+972-8-940-8118
E-mail: dyelin@arelcom.com
Attention: Chief Financial Officer

with a copy to
(which shall not constitute
notice):

Yigal Arnon & Co.
One Azrieli Center
46th Floor - Round Tower
Tel-Aviv, Israel
67021
Fax: +972-3-608-7714
Attention: David H. Schapiro, Adv.

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E-mail: Ari Fried, Adv.
davids@amon.co.il
arif@amon.co.il

if to the Lender: Cetus, Corp.
6450 Sand Lake Road, Suite 200
Dayton, Ohio 45414-2645
USA
Fax: 937-264-4635

with a copy to
(which shall not constitute
notice): Frederick J. Caspar, Esq.
Chernesky, Heyman & Kress P.L.L.
10 Courthouse Plaza SW, Suite 1100
Dayton, OH 45402
Fax: 937-449-2821
ffc@chkllaw.com

Any notice sent in accordance with this Section 11 shall be effective (i) if mailed, two (2) Business Days after receipt, (ii) if sent by messenger, upon delivery, and (iii) if sent via facsimile or electronic mail, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-Business Day on the first Business Day following transmission and electronic confirmation of receipt).

12. This Agreement, its exhibit and the agreements, documents and instruments to be executed and delivered pursuant hereto or thereto constitute the final, complete and exclusive agreement among the parties with respect to the subject-matters hereof and thereof, and supersede all prior agreements, understandings and representations, written or oral, with respect thereto. The preamble and exhibit hereto constitute an integral part herof. Unless the context otherwise requires, references to (or to any specified provision of) this Agreement or any other document shall be construed as references to that provision or that document as in force for the time being and as amended, supplemented, modified or replaced in accordance with the terms thereof. Words importing the plural shall include the singular and vice versa. Any reference in this Agreement to a law or to a specific section thereof shall be construed as a reference to such law or section as the same may have been, or may from time to time be, amended, succeeded or re-enacted.

13. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Pledgor and the Lender.

14. This Agreement may be executed simultaneously in any number of counterparts (including by facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such

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power, right, privilege or remedy shall preclude any other or further exercise thereof or the exercise of any other power, right, privilege or remedy.

16. In the event that a competent Israeli tax authority shall require this Agreement to be stamped for Israeli stamp tax purposes, the Pledgor shall pay such Israeli stamp tax.

17. This agreement shall be governed in all respects by and construed and enforced in accordance with the laws of the State of Israel, without application of the conflict of laws principles thereof. The competent courts of Tel Aviv-Jaffa and Jerusalem shall have exclusive jurisdiction upon any dispute arising hereunder and the parties hereto consent to the jurisdiction of such courts (and of the appropriate appellate courts therefrom). The exercise of the Fixed Charge and/or the Floating Charge shall be done in accordance with the laws of the State of Israel.

18. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

19. The parties hereto acknowledge that the Pledgor is a publicly traded company and as such is entitled to disclose the existence, execution or the terms and conditions of this Agreement without any further consent of the Lender. Subject to the previous sentence, no publicity release or announcement concerning this Agreement or the transactions contemplated herein may be made by either party without the advance written approval as to its form and substance by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Charge Agreement as of the day and year first above written.

Arel Communications and Software Ltd.

By: _____

Name: _____

Title: _____

Cetus Corp.

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the parties hereto have duly executed this Charge Agreement as of the day and year first above written.

Arel Communications and Software Ltd.

By: _____

Name: Daniel Kohn

Title: CEO

Cetus Corp.

By: _____

Name: _____

Title: _____

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CYMI LTD

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IN WITNESS WHEREOF, the parties hereto have duly executed this Charge Agreement as of the day and year first above written.

Arel Communications and Software Ltd.

By: _____

Name: _____

Title: _____

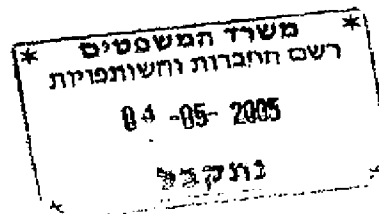
Cetus Corp.

By: 

Name: _____

Title: _____

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EXHIBIT A**Fixed-Charged Assets**

The Fixed-Charged Assets consist of all of the Pledgor's tangible and intangible Intellectual Property Assets, now owned or hereafter acquired, other than Excluded Assets, including, but not limited to, patents, trademarks, tradenames, trade dress, service marks, service names, copyrights, software, licenses, know-how, trade secrets, methodologies, franchises, formulas, good will, internet domain names and other intangible or intellectual property rights (or rights with respect to the foregoing) and the following:

USA

Mark	Application No.	class	Registration No.	Status
AREL SPOTLIGHT	75778160	9	2726208 (17.6.2003)	Expiration: 17.6.2013 Statement: 17.6.2009
AREL VIRTUALCLASS	78042259 (9.1.2001)	41	2601169 (30.7.2002)	Expiration: 30.7.2012 Statement: 30.7.2008
IDEAL	75598117 (2.12.1998)	41	2441816 (10.4.2001)	Expiration: 2.12.2011 Statement: 2.12.2007

Benelux

Mark	Registration No.	class	Registration Date	Status
AREL SPOTLIGHT ON-DEMAND	678696	41	22.12.2000	Expiration: 22.12.2010
AREL VIRTUALCLASS	678694	41	22.12.2000	Expiration: 22.12.2010
AREL (LOGO)	678695	41	22.12.2000	Expiration: 22.12.2010

Any trademarks registered in the name of the Pledgor in the future.

Software - Source and Object code underlying the Company's products, which include, but are not limited to, the following:

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(a) The Arel Spotlight™ application suite which consists of Spotlight Meeting™, Spotlight Webinar™, and Spotlight Campus™; and (b) Arel's Integrated Conferencing Platform™ core software.

Any other registered trademarks, copyrights, trade dress and unregistered trademarks, copyrights, trade dress.

www.arelcom.com

www.arelconference.com

www.areldemo.com

Any additional domain names acquired by the Pledgor in the future.

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EXHIBIT B**Floating-Charged Assets**

The Floating-Charged Assets consist of all of Pledgor's right, title and interest in and to all tangible and intangible assets of the Pledgor, now owned or hereafter acquired and the products and proceeds thereof, other than the Fixed-Charge Assets and the Excluded Assets, including, but not limited to, the following:

- (a) All cash, inventory, accounts receivable, tangible and intangible assets.
- (b) All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;
- (c) All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, works in progress and finished products including such inventory as is temporarily out of Pledgor's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or other disposition of any of the foregoing and any documents of title representing any of the above;
- (d) All contract rights and general intangibles now owned or hereafter acquired, registered and unregistered including, without limitation, goodwill, trademarks, service marks, internet domain names, trade dress, trade styles, trade names, service names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, tax refunds, payments of insurance; all claims for damages by way of any past, present and future infringement of any of the foregoing and rights to payment of any kind;
- (e) All now existing and hereafter arising accounts, rights to royalties, license rights and all other forms of obligations owing to Pledgor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Pledgor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Pledgor;
- (f) All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, financial assets, letters of credit, certificates of deposit, instruments and chattel paper, now owned or hereafter acquired;
- (g) All copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and

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agreements and confidential information, now owned or hereafter acquired; all mask work or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired; all claims for damages by way of any past, present and future infringement of any of the foregoing;

(h) All Pledgor's Books (as defined below) relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof. The term "Pledgor's Books" as used herein shall mean all Pledgor's books and records including ledgers, records regarding Pledgor's assets or liabilities, the Floating-Charged Assets, business operations or financial condition and all computer programs or discs or any equipment containing the information; and

(i) All products and proceeds of the foregoing, in any form, including, without limitation, insurance proceeds and any claims against third parties for loss and damage to, or destruction of, any or all of the foregoing.

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משרד המשפטים

מדינת ישראל

פקודת החברות [נוסח חדש] תשס"ה

תעודת רישום שעבוד או משכנתא

אני מאשר בזה שמשכנתא או שעבוד שנוצרה על ידי
אראל תקשורת ותוכנה בע"מ
.AREL COMMUNICATIONS AND SOFTWARE LTD

מיום 20/04/2005 י"א ניסן תשס"ה

לשם הבטחת סכום של: ללא הגבלה

המגיע או שיגיע ל:

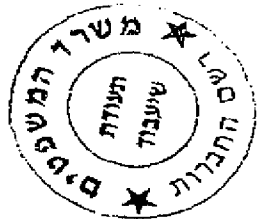
CORP. CETUS 11111212

נרשם היום לסעיף (185) לפקודת החברות.

ניתן בחתימת ידי בירושלים
03/05/2005
כ"ד ניסן תשס"ה

מס' שעבוד 8

מס' חברה 520041716



חדד רווית
ב/רשם החברות

טופס 10
(תקנה 12)

אל: רשם החברות

פרטי משכנתאות ושעבודים
(סעיף 178 לפקודת החברות [נוסח חדש], התשמ"ג - 1983)

קוד		מס' תברה		שם החברה הלווה	
81	ז	מס' סודר	סב	אראל תקשורת ותוכנה בע"מ	
	52	004171	6		
תאריך יצירה			סוג מטבע	קוד מטבע	הסכום המובטח
שנה	חודש	יום			אב
2005	4	20			ש"ח
					הסכום המובטח במילים
					ללא הגבלה
מס בולים	תאור המסמך				קוד
5.00 ש"ח	הסכם השעבוד מיום 20 באפריל 2005				

סכום החלואה		פרטי המלווה		פרטי תמלוחים	
ש"ח	אב	Cetus Corp.		מס' זהות	מס' סודר
ללא הגבלה		חברה שהתאגדה במדינת אוהיו בארה"ב (מס' 887960)		ז	חברה אמריקאית

פרטי נכסים משועבדים	
תאור הנכסים המשועבדים	
שעבוד קבוע בדרגה ראשונה על הנכסים המפורטים בנספח א' להסכם השעבוד המצורף להודעה זו ומהווה חלק בלתי נפרד ממנה, ושעבוד צף בדרגה ראשונה על הנכסים המפורטים בנספח ב' להסכם השעבוד המצורף להודעה זו ומהווה חלק בלתי נפרד ממנה.	

* משרד המשפטים *
רשם החברות והשותפויות
2005-05-05
נתקבל *

תנאים מיוחדים

תאריך תוצאת סדרה		
שנה	חודש	יום

תאריך החלטה		
שנה	חודש	יום

כ <<

אם קיימת הגבלה על שעבוד נוסף ציין י"כ"י


<<

לרישום הערה כנאמר בתקנה 12(ג) לתקנות התברות (דיווח, פרטי רישום וטפסים) התשי"ס - 1999

הערה לעניין איסור או הגבלה על יצירת שעבודים אחרים ותנאים מיוחדים

אין לרשום שעבוד אחר, אלא בהסכמת המלווה בכתב למעט שעבודים המורשים על פי הסכם השעבוד המצורף להודעה זו ומהווה חלק בלתי נפרד ממנה. אין להעביר הנכסים המשועבדים לטובת המלווה פרט להעברות מורשות על פי הסכם השעבוד המצורף להודעה זו ומהווה חלק בלתי נפרד ממנה.

אני מצהיר גזה כי הפרטים המופיעים בטופס זה הם נכונים ושלמים וכי אני נושא משרה בחברה כאמור בסעיף 39 לחוק².

	1.05.2005	סמנכ"ל כספים	068988542	דניאל ילין
התפקיד	תאריך	תפקיד בחברה	מספר זהות ³	שם התותם

¹ מי שאינו בעל תעודת זהות ישראלית, יצוין מספר דרכונו והמדינה בה הוא חרובן. במידה ומדובר בתאגיד, יצוין מסי הרישום של התאגיד. היה התאגיד תאגיד זר, יצוין מסי הרישום והמדינה בה נרשם.

² ייתנם בידי נושא משרה בחברה כאשר השעבוד נרשם על ידי החברה.

* משרד המשפטים *
 רישום החברות והשותפויות
 4-05-2005
 ג'תקבל *