

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
VSOFT Limited		12/16/2003	COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	Beamhit, LLC		
Street Address:	10220 Old Columbia Road		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2517725	VIDEOCLICK	
CORRESPONDENCE DATA			
Fax Number:	(301)762-4056		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(301)424-3640		
Email:	efile@usiplaw.com		
Correspondent Name:	Barbara A. Friedman		
Address Line 1:	1901 Research Boulevard		
Address Line 2:	Suite 400		
Address Line 4:	Rockville, MARYLAND 20850		
ATTORNEY DOCKET NUMBER:	2,517,725 (0208.0130T)		
NAME OF SUBMITTER:	Barbara A. Friedman		
Signature:	/Barbara A. Friedman/		
Date:	04/26/2006		

OP \$40.00 2517725

Total Attachments: 5

source=0208.0130T#page1.tif

source=0208.0130T#page2.tif

source=0208.0130T#page3.tif

source=0208.0130T#page4.tif

source=0208.0130T#page5.tif

ASSIGNMENT

made on December 16, 2003

BETWEEN **VSOFT LIMITED, in liquidation** (a company registered under the laws of the State of Israel) ("**Assignor**"), C/O Adv. Uri Daniel, 134 Rothschild Avenue, Tel Aviv 65272, Israel

AND

BEAMHIT LLC, a limited liability corporation registered under the laws of Delaware of 10220 Old Columbia Rd., Columbia, Maryland, 21046, USA ("**Assignee**"),

WHEREAS

- (A) The Assignor is the owner of the Intellectual Property Rights (as defined below)
- (B) This Agreement is entered into pursuant to the Asset Purchase Agreement between the parties dated 10 October 2003 ("**Asset Purchase Agreement**") and Addendum to the Asset Purchase Agreement between the parties dated the date hereof ("**Addendum to the Asset Purchase Agreement**").

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

Words and expressions used in this Agreement shall have the following meanings, unless the context requires otherwise:

Intellectual Property Rights shall include all intellectual property rights, whether or not patentable, including without limitation, rights in algorithms, binary code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, databases, designs (whether registered or unregistered), derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, manufacturing information, mask works, materials, methods, moral rights, object code, original works of authorship, patents, patent applications, patent rights, including but not limited to any and all

TRADEMARK

REEL: 003297 FRAME: 0286

continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing;

2. Assignment

In consideration of the payment of the amounts agreed upon under the Asset Purchase Agreement and Addendum to the Asset Purchase Agreement, the Assignor assigns to the Assignee, all its right, title and interest in and to the Intellectual Property Rights (subject to Section 6 of the Asset Purchase Agreement), together with goodwill and statutory and common law rights attaching to the Rights including the right to sue for damages and other remedies for infringement or misuse of the Intellectual Property Rights which may have occurred prior to the date of this Agreement and to retain those damages. Without derogating from the foregoing, the Intellectual property Rights shall include, without limitation, the rights listed in Schedule 1.

3. Warranties

3.1 The Assignor warrants that it has the right to assign the Intellectual Property Rights to the Assignee. The Assignor hereby covenants and agrees that the Assignor has the full right to convey the entire interest herein assigned, and has not made, and will not make, any agreement in conflict herewith.

3.2 With the sole exception of the warranty in clause 3.1, the Intellectual Property is transferred on an as is, where is basis, and that nothing in this Agreement shall be construed as a warranty or representation by the Assignor that any of the Intellectual Property Rights is valid or enforceable. The Assignee acknowledges that in entering into this Agreement, it does not do so on the basis of or rely on any representation, warranty or other provision, subject to clause 10 of the Asset Purchase Agreement accordingly all other conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4. Further Assurance

The Assignor shall, at the Assignee's cost, sign all documents and do all things which may be required by law or which the Assignor

TRADEMARK

REEL: 003297 FRAME: 0287

reasonably request from time to time (including executing as soon as reasonably practicable after the date of this Agreement all documents which the Assignee may reasonably require to effect the registration or recordal of the assignment of the Rights to the Assignee in any relevant jurisdiction) by way of further assurance of the rights assigned under this Agreement.

The Assignor shall communicate to the Assignee, its successors, legal representatives and assigns, any facts known to him representing the Intellectual Property Rights, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Intellectual Property Rights in all countries.

The Assignor hereby irrevocably appoints the Assignee and anyone on its behalf to act as the Assignor's attorney-in-fact to implement and enforce the provisions of this Assignment Agreement.

5. Severability

If any provision of this Agreement is held to be invalid or unenforceable, then the provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

6. Counterparts

This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

7. No Third Party Beneficiaries

A person who is not a party to this Agreement shall have no right hereunder to enforce any of its terms.

8. Governing law and jurisdiction

8.1 This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, Israeli law.

8.2 Each of the parties agrees that the courts of Israel are to have exclusive jurisdiction to settle any disputes (including cl

set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement, and for such purposes irrevocably submits to the exclusive jurisdiction of the courts of Tel-Aviv-Jaffa.

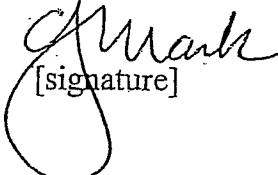
IN WITNESS WHEREOF this Agreement has been signed by the authorised representatives of the parties on the day and year first written above.

SIGNED by Adv. Uri Daniel)
Special Manager)
on behalf of)
VSOFT LIMITED)


[signature]

אורי דניאל, עו"ד
מנהל מיוחד על חברת וי סופט
(בפירוק)

SIGNED by)
Charles Mark)
on behalf of)
BEAMHIT LLC)


[signature]

SCHEDULE 1

PATENTS

Patent no.	Country	Applicati on no.	Date filed	Date granted	Title
5,847,703	United States	08/887,637	03.07.97	08.12.98	Browsing System for Video Motion Pictures
	Europe	98945513.4	17.09.98		Browsing System, Method and Apparatus for Video motion Pictures
6,057,832	United States	08/982,287	02.12.97	02.05.00	Video-on Demand with Fast Play Capability
	Israel	136,262	30.11.98		As above
	Japan	2000- 523804	30.11.98		As above
	China	98811743.6	30.11.98		As above

Trade Marks

Registered Trade Marks

Mark No.	Country	Class	Filing Date	Application No	Date of Regn.	Renewal Date
2,517,725	United States		20.11.97	75/393,571	11.12.01	11.12.2007

אורי דניאל, עו"ד
מנהל מיוחד של חברת וי סופט
(בפירוק)

