

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ozvision Global, Inc.		04/25/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Square 1 Bank		
Street Address:	890 Winter Street		
Internal Address:	Suite 220		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	state chartered bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76548521	OZVISION	
Serial Number:	76548520	OZMAIL	
Serial Number:	76548517	OZLINE	
Serial Number:	76548462	OZMAIL SMART VIDEO EMAIL	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte, Esq.		
Address Line 1:	100 Summer Street		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	045748/2		

CH \$115.00 76548521

NAME OF SUBMITTER:	Michelle A. Massicotte
Signature:	/Michelle A. Massicotte/
Date:	05/10/2007
Total Attachments: 5 source=Sqaure1TMSI#page1.tif source=Sqaure1TMSI#page2.tif source=Sqaure1TMSI#page3.tif source=Sqaure1TMSI#page4.tif source=Sqaure1TMSI#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of April 25, 2007, is made by OZVISION GLOBAL, INC., a Delaware corporation (the "Grantor"), in favor of SQUARE 1 BANK, as lender (together with its successors in such capacity, the "Grantee") pursuant to the Loan and Security Agreement, dated as of April 19, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between the Grantor and the Grantee.

RECITALS

WHEREAS, the Grantor and the Grantee have entered into an Forbearance Agreement dated as of April 25, 2007 (the "Forbearance Agreement"), which Forbearance Agreement amends and supplements the Loan Agreement (the Loan Agreement, as so amended and supplemented by the Forbearance Agreement, is hereafter referred to as the "Agreement"); and

WHEREAS, as a condition to the Grantee's execution and delivery of the Forbearance Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Grantee, its successors and assigns, and hereby grants to the Grantee, its successors and assigns, a security interest (the "Security Interest") in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, slogans, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, whether registered or unregistered, now existing or hereafter adopted, acquired or assigned to, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the U.S. Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political

subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto, together with (ii) any and all (A) rights and privileges arising under applicable Law with respect to such Grantor's use of any trademarks, (B) reissues, continuations, extensions and renewals thereof and amendments thereto, (C) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (D) rights corresponding thereto throughout the world and (E) rights to sue for past, present and future infringements thereof; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee pursuant to the Agreement, and the Grantee and the Grantor hereby acknowledge and affirm that the rights and remedies of the Grantee with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control.

SECTION 4. Israeli Law. The Bank acknowledges that the validity, registration, enforcement, exercising or realization of the Security Interest in the Trademark Collateral or any kind of security interest granted to the Grantee hereunder or under the Agreement or any part thereof with respect to any and all of the Grantor's intellectual property, including without limitation Copyrights, Patents and Trademarks, is and shall remain subject to the written consent of the Office of the Chief Scientist of the Ministry of Trade and Industry of Israel and to the provisions of the Israeli Law for the Encouragement of Research and Development in the Industry, 5744-1984.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

[signature page follows]

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

OZVISION GLOBAL, INC.,
as Grantor

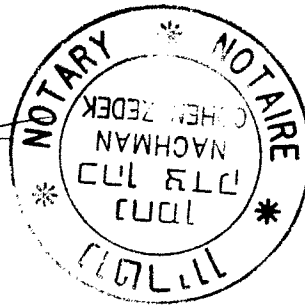
By: [Signature]
Name: EREZ FREIBACH
Title: CEO

STATE OF)
) ss.
COUNTY OF)

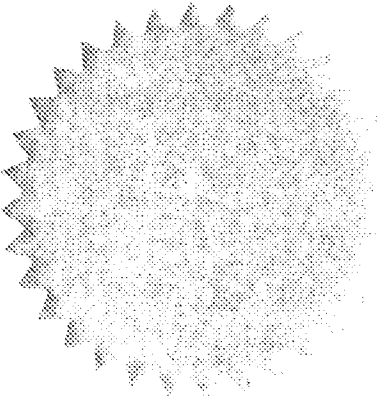
On ^{May 7th} ~~April~~, 2007, before me N. Cohen Zedeck, Notary Public, personally appeared Mr. Erez Freibach personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature [Signature]
Notary Public



Accepted and Agreed:



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

OZVISION GLOBAL, INC.,
as Grantor

By: _____
Name:
Title:

STATE OF)
) ss.
COUNTY OF)

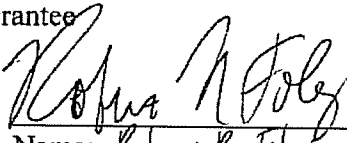
On April __, 2007, before me _____, Notary Public, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature _____
Notary Public

Accepted and Agreed:

SQUARE 1 BANK,
as Grantee

By: 
Name: Robert R. Foley
Title: SVP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

<u>Mark</u>	<i>U.S. Trademark Applications</i> <u>Filing Date</u>	<u>Application No.</u>
OZVISION		76548521
OZMAIL		76548520
OZLINE		76548517
OZMAIL SMART VIDEO		
EMAIL		76548462