

**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
e-Glue Software Technologies, Inc.		09/23/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Plenus II Limited Partnership
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Postal Code:	46725
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Plenus II (D.C.M.), Limited Partnership
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Postal Code:	46725
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	77241882	EGLUE
Serial Number:	77241835	E-GLUE
Serial Number:	77241842	E-GLUE
Serial Number:	77241862	EGLUE
Serial Number:	77272497	EGLUE BUSINESS TECHNOLOGIES
Serial Number:	77272501	EGLUE BUSINESS TECHNOLOGIES

**CORRESPONDENCE DATA**

CH \$165.00 77241882

Fax Number: (212)660-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-660-5001  
Email: yestline@sandw.com  
Correspondent Name: Yair Estline  
Address Line 1: 1290 Avenue of the Americas  
Address Line 2: Sullivan & Worcester  
Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	95775.8
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Yair Estline
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Signature:	/Yair Estline/
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Date:	09/24/2007
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**Total Attachments: 5**  
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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated September 23, 2007, is made by (i) e-Glue Software Technologies, Inc. (the "Grantor"), a company organized under the laws of the State of Delaware, with offices located at 79 Hudson St., Hoboken 07030, NJ, and (ii) the entities identified in the signature page below (collectively, the "Lenders"), with offices located at 16 Abba Eben Blvd., Herzliya Pituach, Israel.

WHEREAS, Grantor, e-Glue Software Technologies Ltd. ("e-Glue") and Lenders have entered into that certain Loan Agreement, dated September \_\_, 2007 ("Loan Agreement"), to which a Security Agreement (the "Parent Security Agreement"), executed by the Grantor and the Lenders, was attached as exhibit.

WHEREAS, under the terms of the Parent Security Agreement, Grantor has agreed, among other things, to create a continuing lien on and security interest on the intellectual property of Grantor for the benefit of the Lenders, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Parent Security Agreement, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities for recording with the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required) on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to, and without derogating from, the provisions of the Parent Security Agreement (, the "Parent Security Agreement"), Grantor hereby grant to Lenders a continuing lien on and security interest in and to all of such Grantor's right, title and interest (as set forth in the Parent Security Agreement) and to the following(the "Collateral"):

a. all United States patents and pending applications owned or which may be owned during the term of the Parent Security Agreement by the Grantor, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents") and all trademarks and applications for the registration of trademarks (a current list of which is attached hereto as Exhibit A (the "Trademarks"));

b. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

c. any and all proceeds of the foregoing.

For the avoidance of doubt, the Pledgor's undertakings contained in this Section 1 shall be deemed a material provision of this Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred by e-Glue now or hereafter existing under or in respect of the Loan Agreement.

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement; provided that the parties acknowledge that the creation of the lien and security agreements on the Trademarks may take place after the Closing (as defined in the Loan Agreement) but must take place by no later than December 31, 2008.

Section 4. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Parent Security Agreement ( as an exhibit thereof. The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Parent Security Agreement and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Parent Security Agreements, the provisions of the Loan Agreement or the Parent Security Agreements (as the case may be) will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement, other than matters related to the internal affairs of the Lenders, shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and the Lenders have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

~~e-Glue Software Technologies Inc. logo~~  
By: Moshe Avlagan  
Name: Moshe Avlagan Ronen Furer  
Title: V.P. Business Dev. CEO

Plenus II, Limited Partnership

Plenus II (D.C.M), Limited Partnership

By: PLENUS MANAGEMENT (2004) LTD.

By: PLENUS MANAGEMENT (2004) LTD.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

IN WITNESS WHEREOF, Grantor and the Lenders have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

e-Glue Software Technologies Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

~~Plenus II, Limited Partnership~~

~~Plenus II (D.C.M), Limited Partnership~~

~~By: PLENUS MANAGEMENT (2004) LTD.~~

~~By: PLENUS MANAGEMENT (2004) LTD.~~

~~By: STEVEN PARKER LEE BRYN NELSON~~

~~By: STEVEN PARKER LEE BRYN NELSON~~

~~Title: G. PARKER G. PARKER~~

~~Title: G. PARKER G. PARKER~~

SCHEDULE A

Trademark	Class	App. No.	Date Filed	Applicant
EGLUE and Design	42	77241882	7/30/07	e-Glue Software Technologies, Inc.
E-GLUE	9	77241835	7/30/07	e-Glue Software Technologies, Inc.
E-GLUE	42	77241842	7/30/07	e-Glue Software Technologies, Inc.
EGLUE and Design	9	77241862	7/30/07	e-Glue Software Technologies, Inc.
eglue Business Technologies and Design	42	77272497	9/5/07	e-Glue Software Technologies, Inc.
eglue Business Technologies and Design	9	77272501	9/5/077	e-Glue Software Technologies, Inc.

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