

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EPSILON 1 LTD.		12/14/2007	Limited:
ECI TELECOM LTD		12/14/2007	Limited:
LIGHTSCAPE NETWORKS LTD.		12/14/2007	Limited:
INOVIA TELECOMS LTD.		12/14/2007	Limited:
ENAVIS NETWORKS LTD.		12/14/2007	Limited:

## RECEIVING PARTY DATA

Name:	Credit Suisse, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2643848	FLEXRAM
Registration Number:	2742874	URAM
Registration Number:	2725372	INOVIA
Registration Number:	2854327	B-FOCUS
Registration Number:	2911945	MINIRAM
Registration Number:	3084054	B-LIGHT
Registration Number:	1974050	QUADCODER
Registration Number:	2432519	ECI
Registration Number:	3177447	ALL PLAY
Registration Number:	2818882	BROADGATE
Registration Number:	2528625	XDM

TRADEMARK

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REEL: 003707 FRAME: 0493

OP \$615.00 2643848

Registration Number:	2756820	LIGHTSCAPE NETWORKS
Registration Number:	2847178	PIONEERS OF THE SINGLE-ARCHITECTURE APPROACH
Registration Number:	2835861	BUILD AS YOU GROW
Registration Number:	2835922	AHEAD OF THE MAN RACE
Registration Number:	2894187	LIGHTPLAN
Registration Number:	2892649	LIGHTSOFT
Registration Number:	3003385	EIS
Registration Number:	1595011	T DAX
Registration Number:	2520623	T::DAX 100
Registration Number:	2762035	T::NMS
Registration Number:	2520624	T::MUX
Registration Number:	1518674	TELEMATICS
Serial Number:	76650853	MINICAB

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32670
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/30/2008

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT dated as of December 14, 2007 (this "*Agreement*"), among EPSILON I LTD., ECI TELECOM LTD., the subsidiaries of ECI HOLDING (HUNGARY) KORLÁTOLT FELELŐSSÉGŰ TÁRSASÁG ("*Holdings*") listed on Schedule I hereto and Credit Suisse, as collateral agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the First Lien Pledge and Security Agreement (Israel) dated as of September 23, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among the Grantors from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of September 28, 2007 as amended by Amendment No.1 dated as of October 31, 2007 and Amendment No.2 dated as of November 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Holdings, Telecom Investments (Finance) LLC, ECI Telecom Ltd. (together with Telecom Investments (Finance) LLC, the "*Borrowers*"), the Lenders party thereto and Credit Suisse, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Grantors are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a 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) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office

(or any successor 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 II (the "*Trademarks*");

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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

EPSILON I LTD.,

by

Name:

Title:

[First Lien Trademark Security Non-U.S.]

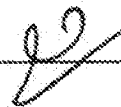
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ECI TELECOM LTD.,

by

Name:

Title:

A handwritten signature in black ink, appearing to be a stylized 'J' or 'I' followed by a horizontal stroke.

[First Lien Trademark Security Non-U.S.]

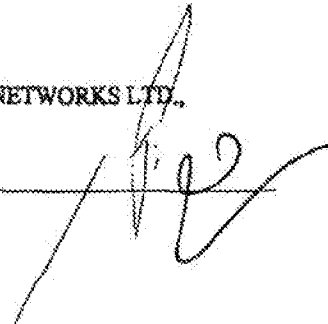
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LIGHTSCAPE NETWORKS LTD.,

by

Name:

Title:

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[First Lien Trademark Security Non-U.S.]

[20251001]

INOVIA TELECOMS LTD.,

by

Name:

Title:

[First Lien Trademark Security Non-U.S.]

[[3038 108]]



ENAVIS NETWORKS LTD.,

by

Name:

Title:

[First Lien Trademark Security Non-U.S.]

[[3034100]]

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent,

by

Name:

Title:

ROBERT HETU  
MANAGING DIRECTOR

by

Name:

Title:

OFANSEL ALVAREZ  
ASSOCIATE

[First Lien Trademark Security Non-U.S.]

[[3038168]]

## Schedule I

Subsidiary Grantors
Lightscape Networks Ltd.
Inovia Telecoms Ltd.
Enavis Networks Ltd.

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## Schedule II

### I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ECI Telecom Ltd.	FlexRAM	2,643,848	29/OCT/2002
ECI Telecom Ltd.	muRAM	2,742,874	29/JUL/2003
Inovia Telecoms Ltd.	INOVIA & Device	2,725,372	10/JUN/2003
ECI Telecom Ltd.	B-FOCUS	2,854,327	15/JUN/2004
ECI Telecom Ltd.	MiniRAM	2,911,945	21/DEC/2004
ECI Telecom Ltd.	B-LIGHT	3084054	25/APR/2006
ECI Telecom Ltd.	QUADCODER	1,974,050	14/MAY/1996
ECI Telecom Ltd.	ECI	2,432,519	06/MAR/2001
ECI Telecom Ltd.	ALL PLAY	3,177,447	28/NOV/2006
ECI Telecom Ltd.	BROADGATE	2,818,882	02/MAR/2004
ECI Telecom Ltd.	XDM	2,528,625	08/JAN/2002
Lightscape Networks Ltd.	LIGHTSCAPE NETWORKS and Design	2,756,820	26/AUG/2003
ECI Telecom Ltd.	Pioneers of the Single-Architecture Approach	2,847,178	01/JUN/2004
ECI Telecom Ltd.	BUILD AS YOU GROW	2,835,861	27/APR/2004
ECI Telecom Ltd.	Ahead of the MAN race	2,835,922	27/APR/2004
ECI Telecom Ltd.	LIGHTPLAN	2,894,187	19/OCT/2004
ECI Telecom Ltd.	LIGHTSOFT	2,892,649	12/OCT/2004
ECI Telecom Ltd.	EIS	3,003,385	04/OCT/2005
ECI Telecom Ltd.	T::DAX	1,595,011	08/MAY/1990
ECI Telecom Ltd.	T::DAX 100	2,520,623	18/DEC/2001
ECI Telecom Ltd.	T::NMS	2,762,035	09/SEP/2003
ECI Telecom Ltd.	T::MUX	2,520,624	18/DEC/2001
ECI Telecom Inc.	TELEMATICS	1,518,674	03/JAN/1989

### II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>File Number</u>	<u>Date Filed</u>
ECI Telecom Ltd.	MINICAB	76/650,853	28/NOV/2005

### III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.				

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