

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Olista Ltd.		02/07/2008	CORPORATION: ISRAEL

RECEIVING PARTY DATA

Name:	Kreos Capital III Limited
Street Address:	47 Esplanade
City:	St Helier
State/Country:	JERSEY
Postal Code:	JE1 0BD
Entity Type:	CORPORATION: JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78586717	OLISTA

CORRESPONDENCE DATA

Fax Number: (617)526-5000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-526-6448  
 Email: janey.davidson@wilmerhale.com  
 Correspondent Name: Michael J. Bevilacqua, Esquire  
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP  
 Address Line 2: 60 State Street  
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	110373146
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DOMESTIC REPRESENTATIVE

Name: Michael J. Bevilacqua, Esquire  
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP  
 Address Line 2: 60 State Street

CH \$40.00 78586717

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:

Michael J. Bevilacqua

Signature:

/michael j. bevilacqua/

Date:

02/21/2008

Total Attachments: 7

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated February 7, 2008, is made by (i) Olista Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, with offices located at Hamelacha 45 Netanya 42504, Israel, and (ii) Kreos Capital III Limited ("**Kreos**"), a company incorporated in Jersey under registered number 05981165 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD.

WHEREAS, Kreos, the Grantor and the parent company of the Grantor, Olista Corporation, a Delaware corporation ("**Olista Corp.**"), entered into that certain Loan Agreement (the "**Loan Agreement**") dated February 7, 2008, to which a Debenture - Floating Charge (the "**Debenture - Floating Charge**") and a Debenture - Fixed Charge (the "**Debenture - Fixed Charge**"), in each case executed by the Grantor and Kreos, are attached as exhibits.

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a floating charge over the Intellectual Property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a fixed charge over the Intellectual Property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities, if required, on any intellectual property owned by it throughout the term of this IP Security Agreement.

WHEREAS, any term not defined herein shall have the meaning ascribed to it under the Loan 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 the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the "**Charge Agreements**"), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents (if any) and pending applications, including but not limited to the patents and patent applications set forth in **Schedule A** hereto 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**"), (ii) the trademarks, service marks, trade names and domain names, including but not limited to the registrations (if any) and applications therefor set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the "**Trademarks**"), and (iii) all copyrights and registrations and applications therefor (if any) set forth in **Schedule A** (the "**Copyrights**"), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the "**Collateral**"). Schedule A shall be deemed to be automatically updated, and the Grantor shall promptly file amendments to Schedule A with the U.S. Patent and Trademark Office, upon the application for or acquisition of any new Patents or Trademarks in the United States and with the United States Copyright Office

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upon the application for or acquisition of any new registrations for Copyrights in the United States.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor and/or Olista Corp. now or hereafter existing under or in respect of the Loan Agreement, the Charge Agreements and related agreements (together, the "**Secured Obligations**").

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.

Section 4. Power of Attorney. In the event that Kreos is permitted to receive the Collateral under the Charge Agreements, Grantor hereby grants to Kreos power of attorney to inspect, take all necessary or desired action, and prosecute any Patents, Trademarks, Copyrights or applications for any of the foregoing that may be included in the Collateral.

Section 5. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that **Schedule A** is updated.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

Section 7. 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 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.

Section 8. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations (the "**Discharge**"). Upon the Discharge, Kreos shall execute all documents reasonably necessary to remove the security interest granted thereto by Grantor hereunder, within 5 Business Days of the request of the Grantor.

Section 9. Realization. The realization under this IP Security Agreement of any of the Collateral that was created with the aid of the Chief Scientist of the Ministry of Trade, Industry and Labor, shall be made in accordance with the Law for the Encouragement of Research and Development in the Industry - 1984, as may be amended from time to time.

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IN WITNESS WHEREOF, Grantor and Kreos 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.

OLISTA LTD.

By: 

Name: Oren Glanz EINAT Domb-HAR

Title: CEO CEO

KREOS CAPITAL III LIMITED

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

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

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

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IN WITNESS WHEREOF, Grantor and Kreos 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.

OLISTA LTD.

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

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

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

KREOS CAPITAL III LIMITED

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

Name: BAOUSTEIN

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

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SCHEDULE A

Patents

**Issued Patents**

<b><u>Patent #</u></b>	<b><u>Issue Date</u></b>	<b><u>Owned By</u></b>	<b><u>Title</u></b>

**List of Patent Applications:**

<b><u>Patent Application #</u></b>	<b><u>Filing Date</u></b>	<b><u>Owned By</u></b>	<b><u>Title</u></b>
P-7799-US	May 16, 2005 11/129,290	Olista Ltd.	Data Collection/ Analysis
P-9624-USP	March 15, 2007 60/918,035	Olista Ltd.	Value Added Social Networks

**Trademarks**

<b><u>Registration #</u></b>	<b><u>Registration Date</u></b>	<b><u>Owned By</u></b>	<b><u>Mark</u></b>

**List of Trademark Applications:**

<b><u>Serial #</u></b>	<b><u>Filing Date</u></b>	<b><u>Owned By</u></b>	<b><u>Mark</u></b>
T-3698-09-US	March 14, 2005 78586717	Olista Ltd.	OLISTA



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**Domain Names:**

<u>Domain</u>	<u>Expiration</u>
Cognerasoft.com	2014
Cognerasoftware.com	2014
Cogneracorp.com	2014
Cognera.biz	2014
Olista.com	11/2008
Olista.net	11/2008
Olista.biz	11/2008

Copyrights

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Title</u>
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