

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WhiteSmoke Inc.		05/13/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kreos Capital III Limited		
<b>Street Address:</b>	47 Esplanade		
<b>City:</b>	St. Helier		
<b>State/Country:</b>	JERSEY		
<b>Postal Code:</b>	JE1 0BD		
<b>Entity Type:</b>	COMPANY: JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3253785	WHITESMOKE	
<b>Registration Number:</b>	3400114	WHITESMOKE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-526-6448		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	110373146		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Michael J. Bevilacqua, Esquire		

**CH \$65.00 3253785**

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP  
Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	05/22/2008

Total Attachments: 5  
source=whitesmoke kreos#page1.tif  
source=whitesmoke kreos#page2.tif  
source=whitesmoke kreos#page3.tif  
source=whitesmoke kreos#page4.tif  
source=whitesmoke kreos#page5.tif

## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated May 13, 2008, is made by and between (i) WhiteSmoke Inc. (the “**Grantor**”), a corporation organized under the laws of the State of Delaware, with registered offices at 501 Silverside Road, Suite 105, Wilmington DE 19809 USA, 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, WhiteSmoke Israel Ltd., a subsidiary of the Grantor and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated May 13, 2008 (the “**Loan Agreement**”); and

WHEREAS, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant a security interest in the Collateral (as defined below) and to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities on certain intellectual property owned by the Grantor 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 the provisions of the Loan Agreement, Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents 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 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 set forth in Schedule A (the “**Copyrights**”) 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 upon the application for or acquisition of any new registrations for Copyrights.

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 Grantor and/or WhiteSmoke Israel Ltd. now or hereafter existing under or in respect of the Loan Agreement (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 Loan Agreement as a result of an Event of Default as defined therein, 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, subject to the rights of Grantor under the Loan Agreement.

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. 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 in the event of any contradiction between this IP Security Agreement and the Loan Agreement, the provisions of the Loan Agreement will prevail.

Section 8. 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 9. 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. Upon termination, Kreos shall execute all documents reasonably necessary to remove the security interest granted thereto by Grantor hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

~~WHITESMOKE INC.~~

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

Name: Hilla evil Brenner

Title: CEO

KREOS CAPITAL III LIMITED

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

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

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

c:\documents and settings\rool\local settings\temp\internet files\olk591170 - us ip security agreement.doc

**SCHEDULE A**

**Patents**

**Issued Patents**

None.

<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>
US10/613,146	July 3, 2003	WhiteSmoke, Inc.	Method and Apparatus for Language Processing
*****			
US 11/164,685	January 12, 2005	WhiteSmoke, Inc.	System and Method for Automatic Enrichment of Documents
*****			
US Provisional 60/990,303	November 27, 2007		A Method and System for Grammar Checking and Correction
*****			
US Provisional 60/990,306	November 27, 2007		A Method and System for Grammar Checking an Ill Structured Text
*****			

**Trademarks**

<b><u>Registration #</u></b>	<b><u>Registration Date</u></b>	<b><u>Owned By</u></b>	<b><u>Mark</u></b>
3253785	June 19, 2007	WhiteSmoke, Inc.	WHITESMOKE
3400114	March 18, 2008	WhiteSmoke, Inc.	WHITESMOKE.COM

**List of Trademark Applications:**

None.

<b><u>Serial #</u></b>	<b><u>Filing Date</u></b>	<b><u>Owned By</u></b>	<b><u>Mark</u></b>
*****	-----	-----	-----

**Domain Names:**

whitesmoke.com  
whitesmoke.us

Copyrights

None.

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

k:\clients\354\40\final\us ip security agreement (354400070).doc