

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
Press-Sense Ltd.		05/12/2008	CORPORATION: ISRAEL

RECEIVING PARTY DATA

Name:	Plenus II
Street Address:	16 Abba Eben Blvd.
City:	Herzilya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Plenus III
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP:

Name:	Plenus III (D.C.M.)
Street Address:	16 Abba Eben Blvd.
City:	Herzilya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP:

Name:	Plenus III (2)
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP:

Name:	Plenus III (C.I.)
Street Address:	16 Abba Eben Blvd.
City:	
State/Country:	
Entity Type:	

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City:	Herzilya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP:

Name:	Plenus II (D.C.M.)
Street Address:	16 Abba Eben Blvd.
City:	Herzilya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3410730	PRESS-SENSE OMNIUM

CORRESPONDENCE DATA

Fax Number: (646)878-0801
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 646-878-0800
 Email: jackiez@pczlaw.com
 Correspondent Name: Jacqueline Zion
 Address Line 1: 1500 Broadway
 Address Line 2: 12th Floor
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 972931-12-00

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Jacqueline Zion

Signature: /JZ/

Date: 06/02/2008

Total Attachments: 7

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated May 12, 2008, is made by (i) Press-Sense Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, (Company No. 51-3113027) with offices located at 5 Hadas St., North Industrial Zone, Or Akiva, , Israel, 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 and Lenders have entered into that certain Credit Agreement, dated May 12, 2008 ("**Credit Agreement**"), to which a Floating Charge Agreement (the "**Floating Charge Agreement**") and a Fixed Charge Agreement (the "**Fixed Charge Agreement**"), executed by the Grantor and the Lenders, were attached as exhibits.

WHEREAS, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of the Lenders; and under the Fixed Charge Agreement, to create a fixed charge on the intellectual property of Grantor for the benefit of the Lenders.

WHEREAS, under the terms of the Credit Agreement, Grantor has agreed, among other things, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required) in connection with any intellectual property owned by it throughout the term of the Credit 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 Floating Charge Agreement and the Fixed Charge Agreement (collectively, the "**Charge Agreements**"), Grantor hereby grants to Lenders a security interest in and to all of such Grantor's right, title and interest (as set forth in the Charge Agreements) and to the following (the "**Collateral**"):

a. all United States patents and pending applications owned by the Grantor, 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**");

b. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, 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 Loan Amount. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts due or which may become due by Grantor under or in respect of the Credit Agreement and the other Transaction Agreements (as defined in the Credit 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.

Section 4. Lenders' Representation. Lenders acknowledge and confirm that in the event of the realization of the Collateral with respect to technology and intellectual property developed by Grantor with funding provided by the Office of the Chief Scientist (the "OCS") of the Ministry of Trade Industry and Labor (the "Funded IP") then the sale, assignment and/or transfer of the Funded IP upon the realization of the Collateral shall be subject to the provisions of applicable Israeli laws and regulations and the Grantor's undertakings towards the OCS. The Lenders shall execute any undertaking required by the OCS in connection with the Funded IP and they hereby covenant to comply with all the requirements of the OCS in connection with the Funded IP.

Section 5. 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 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Charge Agreements (as defined in the Credit Agreement). 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 Credit Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Credit Agreement or the Charge Agreements, the provisions of the Credit Agreement or the Charge Agreements (as the case may be) will prevail.

Notwithstanding the foregoing, this IP Security Agreement will terminate and be of no further force and effect upon termination of the Credit Agreement, for any reason whatsoever, unless terminated earlier by the Lenders by written notification to Grantor.

Upon termination of the Credit Agreement, the Lenders will, at Grantor's cost and expense, promptly execute and provide the Grantor such documents and instruments, as may be required to affect the termination of the Lender's security interests in the Collateral.

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, 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.

Press-Sense Ltd.

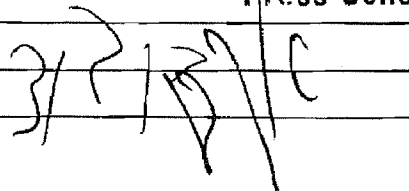
פרס-סנס בע"מ

Press-Sense LTD

By: _____

Name: _____

Title: _____



Plenus II, Limited Partnership

By: PLENUS MANAGEMENT (2004) LTD.

By: _____

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

By: PLENUS MANAGEMENT (2004) LTD.

By: _____

Plenus III, Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

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

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

Plenus III (2), Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

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.

Press-Sense Ltd.

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By: _____

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

By: PLENUS MANAGEMENT (2004) LTD.

By: _____

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

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

Plenus III (C.I.), L.P.

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

TRADEMARK

REEL: 003786 FRAME: 0814

SCHEDULE A

Patents

N/A

List of Patent Applications:

<u>Attorney Docket #</u>	<u>Patent Application #</u>	<u>Filed</u>	<u>Owned By</u>	<u>Description</u>
P-8978-US	10/526,069	28/Feb/05	Press-sense Ltd.	End User Customizable Computer Spreadsheet Application Based Expert System. Application filed in the US Patent Office (pending application)
P-8067-US	11/187,924	25/Jul/05	Press-sense Ltd.	System and Method of Identifying Source Code Associated With A Displayed Component. Application filed in the US Patent Office (pending application)

List of Trade Marks in the US



Schedule A - List of
US TM.pdf

**Press - Sense Ltd.
STATUS REPORT OF US Trademark Files**

File	Mark:	Country	Classes	Owner	Application Date Number	Registration Date Number	File	Status
T-3920-US	Press-sense	United States	09, 37	Press - Sense Ltd.	06-Jan-06 78786386	16-Oct-07 3314203	Registered	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 16-Oct-2013
T-3921-US	Press-sense Logo	United States	09, 37	Press - Sense Ltd.	06-Jan-06 78786399		Pending	Application pending. Awaiting receipt of Notice of Publication.
T-3922-US	Powered by Press-sense	United States	09, 37	Press - Sense Ltd.	06-Jan-06 78786412	11-Mar-08 3396141	Registered	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 11-Mar-2014
T-3961-US	Press-sense Omnium	United States		Press - Sense Ltd.	09-Mar-06 78833375		Pending	Application pending. Awaiting receipt of Notice of Publication.