

**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
Negevtech Ltd.		03/30/2008	COMPANY: ISRAEL

**RECEIVING PARTY DATA**

Name:	Plenus II, L.P.
Street Address:	16 Abba Eben Avenues
City:	Herzeliya Pituach
State/Country:	ISRAEL
Postal Code:	46726
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Plenus II (D.C.M)
Street Address:	16 Abba Eben Avenues
City:	Herzeliya Pituach
State/Country:	ISRAEL
Postal Code:	46726
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	77332770	NEGEVTECH

**CORRESPONDENCE DATA**

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

CH \$40.00 77332770

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:

110373146

DOMESTIC REPRESENTATIVE

Name: Michael J. Bevilaqua, Esquire  
Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP  
Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

DOMESTIC REPRESENTATIVE

Name: Michael J. Bevilaqua, Esquire  
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:

06/19/2008

Total Attachments: 7

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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated March 30, 2008, is made by (i) NEGEVTECH Ltd. (the "Grantor"), a company organized under the laws of the State of Israel, with offices located at 12 Hamada St. Rehovot 76703 Israel, and (ii) Plenus II, L.P, an Israeli limited partnership registered number 55021817-6 and Plenus II (D.C.M), an Israeli limited partnership number 55-021825-9 (collectively, "Plenus"), whose registered office is at 16 Abba Eben Avenues, Herzeliya Pituach 46726, Israel.

**WHEREAS**, Plenus and the Grantor entered into that certain Loan Agreement (the "Loan Agreement") dated October 11, 2005, to which a Debenture - Floating Charge (the "Debenture - Floating Charge") and a Debenture Fixed Charge (IP) (the "Debenture - Fixed Charge (IP)") in each case executed by the Grantor and Plenus, are attached as exhibits.

**WHEREAS**, under the terms of the Loan Agreement, Grantor has agreed, among other things, to grant a first raking floating charge over the intellectual property of Grantor to Plenus and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge (IP), 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 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 the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (IP) (collectively, the "Charge Agreements"), Grantor hereby grants to Plenus a first ranking 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. First Ranking. The security granted to Plenus hereunder shall rank in priority to any other security interests created by Grantor over the Collateral.

. Section 3. 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 Grantor now or hereafter existing under or in respect of the Loan Agreement and related agreements (the “**Secured Obligations**”).

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Power of Attorney. In the event that Plenus is permitted to receive the Collateral under the Charge Agreements, Grantor hereby grants to Plenus 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 6. Right to Request Information. Plenus 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 7. 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, Plenus 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 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 Plenus shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination, Plenus shall execute all documents necessary to remove the security interest granted thereto by Grantor hereunder.

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**IN WITNESS WHEREOF**, Grantor and Plenus 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.

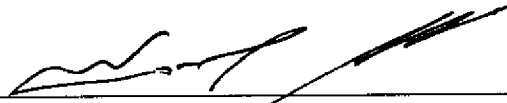
**NEGEVTECH LTD.**

By: R. Sherman

Name: Rivi Sherman

Title: CEO

**PLENUS II, L.P**

By: 

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

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

**PLENUS II (D.C.M)**

By: 

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

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

**SCHEDULE A**

**PATENTS**



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Document

Appendix A

NT file name	Family	Country	#	Official No.	Title	Prior date	Filing date	Issue date	Status	Attorney	Attorney file name	Inventors
0001-US-01	1	US	1	6,693,664	Method and system for fast on-line electro-optical detection of wafer defects	6/30/1999	6/18/2002	2/17/2004	Issued	STC	44623	Gad Neumann
0002-US-01	2	US	1	10/345,097	System for detection of wafer defects	1/15/2003	1/15/2003	-	Pending	STC	44420	Dov Furman, Gad Neumann, Noam Dotan, Ram Segal, Shai Silberstein
0002-US-02	2	US	2	11/476,342	System for detection of wafer defects	1/15/2003	6/28/2006	-	Pending	STC	55071	Dov Furman, Gad Neumann, Noam Dotan, Ram Segal, Shai Silberstein
0002-US-03	2	US	3	11/476,356	System for detection of wafer defects	1/15/2003	6/28/2006	-	Closed	STC	55072	Dov Furman, Gad Neumann, Noam Dotan, Ram Segal, Shai Silberstein
0002-US-04	2	US	4	11/476,358	System for detection of wafer defects	1/15/2003	6/28/2006	-	Pending	STC	55147	Dov Furman, Gad Neumann, Noam Dotan, Ram Segal, Shai Silberstein
0002-US-05	2	US	5	11/476,322	System for detection of wafer defects	1/15/2003	6/28/2006	-	Pending	STC	55070	Dov Furman, Gad Neumann, Noam Dotan, Ram Segal, Shai Silberstein
0002-US-06	2	US	6	11/524,684	System for detection of wafer defects	1/15/2003	9/21/2006	-	Pending	STC	55247	Dov Furman, Gad Neumann, Noam Dotan, Ram Segal, Shai Silberstein
0002-US-07	2	US	7	7,180,586	System for detection of wafer defects	1/15/2003	12/23/2004	2/20/2007	Issued	STC	53751	Gad Neumann & Noam Dotan
0003-US-01	3	US	1	6,892,013	Fiber optical illumination system	1/15/2003	1/15/2003	5/10/2005	Issued	STC	47667	Dov Furman, Gad Neumann, Noam Dotan
0003-US-02	3	US	2	7,260,298	Fiber optical illumination system	1/15/2003	4/1/2005	8/21/2007	Issued	STC	54590	Dov Furman, Gad Neumann, Noam Dotan
0003-US-03	3	US	3	11/709,019	Fiber optical illumination system	1/15/2003	2/21/2007	-	Pending	STC	60473	Dov Furman
0004-US-01	4	US-Prov	1	60/587,675	Multimode inspection method and apparatus	7/12/2004	7/12/2004	-	Filed	STC	?	Dov Furman, Noam Dotan, Efraim Miklatzky
0004-US-02	4	US	2	7274444	Multimode inspection method and apparatus	7/12/2004	7/6/2005	-	Issued	STC	53885	Dov Furman, Noam Dotan, Efraim Miklatzky
0004-US-03	4	US	3	11/895,204	Multimode inspection method and apparatus	7/12/2004	8/22/2007	-	Pending	STC	62742	Dov Furman, Noam Dotan, Efraim Miklatzky
0006-US-01	6	US	1	11/069,712	Method and apparatus for detecting defects in wafer	2/28/2005	2/28/2005	-	Pending	STC	53603	Erez Sali, Tomer Yanir, Mark Wegner, Noam Dotan, Yuval Dorfan, Ran Zaslavsky
0007-US-01	7	US	1	11/068,711	Method and apparatus for detecting defects in wafers including alignment of the wafer images so as to induce the same smear in all images	2/28/2005	2/28/2005	-	Pending	STC	53604	Yuval Dorfan, Ran Zaslavsky, Mark Wegner, Dov Furman, Shai Silberstein
0008-US-01	8	US	1	11/410,276	Printed Fourier Filtering In Optical Inspection	4/24/2006	4/24/2006	-	Pending	D&M	NRL-1	Dan Fuchs, Shai Silberstein
0009-US-01	9	US-Prov	1	60/808,816	Water Inspection Using Short-Pulsed Continuous Broadband Illumination	5/26/2006	5/26/2006	-	Filed	D&M	NRL-2	Dov Furman, Shai Silberstein
0009-US-02	9	US	2	11/684,191	Water Inspection Using Short-Pulsed Continuous Broadband Illumination	5/26/2006	3/9/2007	-	Pending	D&M	NRL-2	Dov Furman, Shai Silberstein
0010-US-01	10	US	1	11/503,859	Speckle Reduction Using a Fiber Bundle and Light Guide	8/14/2006	8/14/2006	-	Pending	D&M	NRL-3	Dov Furman, Daniel Mandelk
0011-US-01	11	US	1	13/590,650	Defect Detection through Image Comparison Using Relative Measures	10/31/2006	10/31/2006	-	Allowed	D&M	NRL-4	Erez Sali, Oren Cohen
0011-US-02	11	US	2	11/590,650	Defect Detection through Image Comparison Using Relative Measures	10/31/2006	12/18/2007	-	Pending	D&M	NRL-4-CON	Erez Sali, Oren Cohen
0012-US-01	12	US-Prov	1	60/861,303	Image splitting in Optical Inspection Systems	11/28/2006	11/28/2006	-	Filed	D&M	NRL-7-P	Dov Furman, Shai Silberstein
0012-US-02	12	US	2	11/944,677	Image splitting in Optical Inspection Systems	11/06/11/07	11/26/2007	-	Pending	D&M	NRL-7	Dov Furman, Shai Silberstein, Efray Miklatzky, Daniel Mandelk, Marlyn Avraham
0013-US-01	13	US	1	11/700,408	Advanced Cell-To-Cell Inspection	1/31/2007	1/31/2007	-	Pending	D&M	NRL-5	Erez Sali, Oren Cohen, Zeev Lintchever
0014-US-01	14	US	1	11/781,454	Optical Inspection Tool Featuring Multiple Speed Modes	7/23/2007	7/23/2007	-	Pending	D&M	NRL-8	Giora Eitan, Shai Silberstein
0015-US-01	15	US	1	11/764,296	Optical Inspection Including Partial Scanning Of Wafers	6/18/2007	6/18/2007	-	Pending	D&M	NRL-9	Gilat Shomroni, Arnon Granich, Shai Silberstein
0016-US-01	16	US	1	11/944,684	Image splitting in Optical Inspection Systems	11/06/11/07	11/26/2007	-	Pending	D&M	NRL-13	Dov Furman, Roi Kauer, Ori Gonen, Daniel Mandelk, Eran Tal, Shai Silberstein
0017-US-01	17	US-Prov	1	61/027,586	Inspection Tools Supporting Multiple Operating	2/11/2008	2/11/2008	-	Filed	D&M	NRL-15-P	Dov Furman, Ehud Trosh, Shai Silberstein

Allowed - Application was allowed by the examiner but a claim is issued yet

Closed - Application was closed after filing

Filed - A PCT or a provisional application was filed

In summarizing - Novegtech is preparing the invention summary to the patent attorney

In writing - The patent attorney works on the application text

Issued - patent was issued. Patent number is assigned

Pending - Application was filed and yet didn't allowed

**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>
77332770	November 19, 2007	Negevtech Ltd.	NEGEVTECH

**Domain Names:**

Negevtech.com  
Negevtech.co.il  
Negevtech.us  
Negevtech.net  
Negevtech.info  
Negevtech.biz  
Negevtech.co.uk  
Negevtech.de  
Negevtech.cn  
Negevtech.com.cn  
Negevtech.tw  
Negevtech.com.tw

Copyrights

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



**ANNEX I**

**Inter-Creditor Agreement**