

**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>
Axerra Networks, Inc.		07/20/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PLENUS MANAGEMENT (2004) LTD.		
<b>Street Address:</b>	16 Abba Eban Blvd.		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	CORPORATION: ISRAEL		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76170413	AXERRA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)563-7108		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212)244-4111		
<b>Email:</b>	e.langer@shibolet.com		
<b>Correspondent Name:</b>	c/o Shibolet, Yisraeli, Roberts, Zisman		
<b>Address Line 1:</b>	1 Penn Plaza		
<b>Address Line 2:</b>	Suite 2527		
<b>Address Line 4:</b>	New York, NEW YORK 10119		
<b>ATTORNEY DOCKET NUMBER:</b>	2356		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	c/o Shibolet, Yisraeli, Roberts, Zisman		
<b>Address Line 1:</b>	1 Penn Plaza		
<b>Address Line 2:</b>	Suite 2527		
<b>Address Line 4:</b>	New York, NEW YORK 10119		

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NAME OF SUBMITTER:	Edward Langer
Signature:	/Edward Langer/
Date:	07/24/2008
Total Attachments: 2 source=Scan 001#page1.tif source=Scan 001#page2.tif	

MEMORANDUM OF FIXED CHARGE AGREEMENT

WHEREAS, WE, Axerra Networks Inc. (the "Pledgor"), a company organized under the laws of the State of Delaware, USA with offices at 1900 Glades Road Suite 251, Boca Raton, Florida 33341, have executed, on July 9, 2008 a Loan Agreement with the lenders specified in the signature page below (collectively: "Plenus"), with offices located at 16 Abba Eban Blvd., Herzliya Pituach, Israel,

AND WHEREAS, pursuant to said Loan Agreement, the Pledgor, acting via one of its wholly-owned subsidiaries has also executed a Fixed Charge Agreement in which the Pledgor unconditionally pledges and grants Plenus a first priority fixed charge (the "Fixed Charge") on all the Intellectual Property currently owned by the Pledgor, including registered Intellectual Property and applications for registration of Intellectual Property, worldwide, (collectively, the "Collateral");

AND WHEREAS, pursuant to said Fixed Charge Agreement, the Pledgor has undertaken to register the Fixed Charge;

NOW THEREFORE, the Pledgor hereby authorizes registration of said Fixed Charge in favor of Plenus, relating specifically to the following Intellectual Property:

US Trademark Serial No. 76/170,413 AXERRA®  
Mark

IN WITNESS WHEREOF, this Memorandum has been signed by the Pledgor and accepted by Plenus.

Axerra Networks, Inc.

By: *[Signature]*

Name: *Asker Avital*

Title: *Cfo*

Date: *20/7/08*

Plenus II, Limited Partnership

By: PLENUS MANAGEMENT (2004) LTD.

By: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: PLENUS MANAGEMENT (2004) LTD.

By: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Plenus III, Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: PLENUS MANAGEMENT III 2007 LTD.

By: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Plenus III (2), Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007 LTD.

By: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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