

**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>
EARNIX LTD.		08/18/2008	CORPORATION: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plenus II, Limited Partnership		
<b>Street Address:</b>	16 Abba Eben Boulevard		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Plenus II (D.C.M), Limited Partnership		
<b>Street Address:</b>	16 Abba Eben Boulevard		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Plenus III, Limited Partnership		
<b>Street Address:</b>	16 Abba Eben Boulevard		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Plenus III (D.C.M), Limited Partnership		
<b>Street Address:</b>	16 Abba Eben Boulevard		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Plenus III (2), Limited Partnership		
<b>Street Address:</b>	16 Abba Eben Boulevard		

OP \$40.00 3370512

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

Name:	Plenus III (C.I), L.P
Street Address:	16 Abba Eben Boulevard
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3370512	EARNIX

**CORRESPONDENCE DATA**

Fax Number: (216)621-6165  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2166211113  
 Email: wasklar@rennerotto.com  
 Correspondent Name: Warren A. Sklar  
 Address Line 1: 1621 Euclid Avenue  
 Address Line 2: 19th Floor  
 Address Line 4: Cleveland, OHIO 44115

ATTORNEY DOCKET NUMBER: EHRGT108US

**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER: Warren A. Sklar

Signature: /Warren A. Sklar/

Date: 08/21/2008

Total Attachments: 6  
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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated August 18, 2008, is made by (i) Earnix Ltd. (the “**Grantor**”), a company organized under the laws of the State of Israel (Company No. 51-308212-3) with offices located at 12 Menachem Begin Street, Ramat Gan 52521, Israel, and (ii) the entities identified in the signature page below (collectively, “**Lenders**”), with offices located at 16 Abba Eben Blvd., Herzliya Pituach, Israel all of which shall be represented exclusively hereunder by Plenus Management (2004) Ltd. and Plenus Management III 2007 Ltd. (collectively, “**Plenus Management**”).

WHEREAS, Grantor and the Lenders have entered into that certain Loan Agreement, dated July 24, 2008 (“**Loan Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement), to which a Floating Charge Agreement (the “**Floating Charge Agreement**”) and a Fixed Charge Agreement (the “**Fixed Charge Agreement**”), in each case executed by the Grantor and the Lenders, are attached as exhibits.

WHEREAS, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to grant a floating charge on the intellectual property of Grantor to the Lenders and under the Fixed Charge Agreement, Grantor has agreed, among other things, to grant a fixed charge on the intellectual property of Grantor to the Lenders, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement (collectively, the “**Charge Agreements**”), to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities a security interest 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. Plenus Management Acting on behalf of Lenders.

It is hereby agreed that Plenus Management and only Plenus Management shall be authorized to take any and all actions on behalf of all Lenders pursuant to this IP Security Agreement (including the realization of any security created for the benefit of the Lenders pursuant hereto), and to execute any document relating to this IP Security Agreement (other than this IP Security Agreement which will be executed also by the Lenders). Accordingly, each of the entities identified in the signature page below hereby irrevocably appoints Plenus Management as its attorney-in-fact for such purposes. Grantor shall have no liability whatsoever towards the Lenders in connection with any act or omission of Plenus Management made in connection with this Section 1.

Any action taken, and any document executed by Plenus Management, shall be taken or executed (as applicable) for the benefit of all the entities identified in the signature page below, pro-rata between them (as determined in accordance with Schedule 1 of the Loan Agreement). Grantor shall have no liability whatsoever in respect as to how any benefit that may

be derived by any action as aforesaid by Plenus Management is pro-rated among the Lenders.

Each of the entities identified in the signature page below hereby releases and forever waives any claim it may have at any time against Plenus Management and the Grantor and their respective officers, managers, directors or shareholders, in connection with any act or omission by Plenus Management or its officers, managers, directors or shareholders when exercising its powers pursuant to the foregoing power of attorney (other than acts of fraud or willful misconduct by Plenus Management).

The foregoing provisions of this Section shall not derogate and are in addition to the provisions of Section 4A.5 of the Loan Agreement.

Section 2. Grant of Security. Subject to the provisions of the Charge Agreements, Grantor hereby grant to Lenders, without derogating from any other charge or lien created on its assets pursuant to the Charge Agreements, a security interest in and to all of such Grantor's right, title and interest in 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.

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.

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. 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 Transaction Agreements. The parties hereto hereby acknowledge and confirm 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 Transaction Agreements and in the event of any contradiction between this IP Security Agreement and the Transaction Agreements, the provisions of the Transaction 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, 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.

Section 8. Entire Agreement. This IP Security Agreement together with the Transaction Agreements constitute the full and entire understanding and agreement between the Grantor, the Parent and the Lenders with regard to the subject matters hereof and thereof. All prior understandings and agreements among the parties (or anyone on their behalf) are void and of no further effect.

Section 9. Termination. This IP Security Agreement and the security interest granted hereunder to the Lenders shall terminate and be of no force and effect upon payment by Grantor to the Lenders of all amounts due by Grantor to the Lenders under and in accordance with the Transaction Agreements. Upon such payment, Plenus Management and, to the extent required, the Lenders shall execute all documents and take all such other actions as shall be necessary and/or reasonably requested by Grantor in order to remove the security interest granted thereto by Grantor hereunder. It is being clarified that upon such final payment all contractual rights and obligations under this IP Security Agreement and the Lenders' right to continue holding the security interest created hereunder shall automatically expire and shall be of no further force and effect.

[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.

~~Earnix Ltd.~~  
By: \_\_\_\_\_  
Name: **David Schapiro**  
Title: **CEO, Earnix Ltd.**

Plenus II, Limited Partnership  
By: Plenus Management (2004) Ltd.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Plenus II (D.C.M), Limited Partnership  
By: Plenus Management (2004) Ltd.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Plenus III, Limited Partnership  
By: Plenus Management III 2007 Ltd.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Plenus III (D.C.M), Limited Partnership  
By: Plenus Management III 2007 Ltd.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Plenus III (2), Limited Partnership  
By: Plenus Management III 2007 Ltd.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Plenus III (C.D), L.P  
By: Plenus Management III 2007 Ltd.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

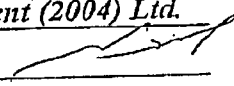
[Signature Page to IP Security Agreement]

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.

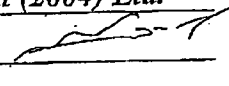
**Earnix Ltd.**

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


**Plenus II, Limited Partnership**

By: Plenus Management (2004) Ltd.  
Name: R. Singh   
Title: \_\_\_\_\_

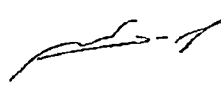
**Plenus II (D.C.M), Limited Partnership**

By: Plenus Management (2004) Ltd.  
Name: R. Singh   
Title: \_\_\_\_\_

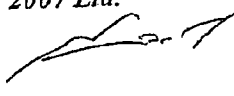
**Plenus III, Limited Partnership**

By: Plenus Management III 2007 Ltd.  
By: R. Singh   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


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

By: Plenus Management III 2007 Ltd.  
By: R. Singh   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Plenus III (2), Limited Partnership**

By: Plenus Management III 2007 Ltd.  
By: R. Singh   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: Plenus Management III 2007 Ltd.  
By: R. Singh   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to IP Security Agreement]



Schedule A to IP Security Agreement

PRICING OPTIMIZATION APPARATUS AND METHOD									
Our Ref	Country	Earliest Priority	Entry Date	Filing Date Application No.	Issue Date Patent No.	Next Action	Status	Remarks	
28047	USA NP	16-Jan-2002 60/348,380	23-Jun-2004	14-Jan-2003 10/498,816	05-Feb-2008 7,328,164	Tax 3.5 05-Aug-2011	Granted		
42239	USA DIV	16-Jan-2002 60/348,380	10-Dec-2007	14-Jan-2003 12/000,139		3 Month Due Date for Response to OA 16-Jul-2008	Pending		
Trademark: EARNIX									
Our Ref	Country	Class	Earliest Priority	Filing Date Application No.	Registration Date Registration No.	Next Action	Status	Remarks	
30914	USA	9		13-Dec-2005 78771,922	15-Jan-2008 3,370,512	Affidavit of Use Due 15-Jan-2014	Registered		

Schedule A to IP Security Agreement