

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
OpTier Ltd.		08/03/2008	COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	Plenus II, Limited Partnership		
Street Address:	16 Abba Eben Blvd.		
City:	Herzliya Pituach		
State/Country:	ISRAEL		
Entity Type:	LIMITED PARTNERSHIP: ISRAEL		
Name:	Plenus II (D.C.M.), Limited Partnership		
Street Address:	16 Abba Eben Blvd.		
City:	Herzliya Pituach		
State/Country:	ISRAEL		
Entity Type:	LIMITED PARTNERSHIP: ISRAEL		
Name:	Plenus III (D.C.M.), Limited Partnership		
Street Address:	16 Abba Eben Blvd.		
City:	Herzliya Pituach		
State/Country:	ISRAEL		
Entity Type:	LIMITED PARTNERSHIP: ISRAEL		
Name:	Plenus III, Limited Partnership		
Street Address:	16 Abba Eben Blvd.		
City:	Herzliya Pituach		
State/Country:	ISRAEL		
Entity Type:	LIMITED PARTNERSHIP: ISRAEL		
Name:	Plenus III (2), Limited Partnership		
Street Address:	16 Abba Eben Blvd.		

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

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

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3218410	COREFIRST
Registration Number:	3130290	PUTTING FIRST THINGS FIRST
Registration Number:	3152485	OPTIER
Serial Number:	77335493	ACTIVE CONTEXT TRACKING

CORRESPONDENCE DATA

Fax Number: (202)661-2299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2026612200
Email: winterfeldtb@ballardspahr.com, johnsonsj@ballardspahr.com,
cummingsd@ballardspahr.com, dcdoCKET@ballardspahr.com
Correspondent Name: Stacey J. Johnson, Esq.
Address Line 1: 601 13th Street, N.W.; Suite 1000 South
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3807

ATTORNEY DOCKET NUMBER:	048085
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DOMESTIC REPRESENTATIVE

Name: Ballard Spahr Andrews & Ingersoll, LLP
Address Line 1: 601 13th Street, N.W.; Suite 1000 South
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3807

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Name: Ballard Spahr Andrews & Ingersoll, LLP
Address Line 1: 601 13th Street, N.W.; Suite 1000 South
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-3807

NAME OF SUBMITTER:

Stacey J. Johnson

Signature:

/sjj/

Date:

10/23/2008

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") dated August 3, 2008, is made by (i) OpTier Ltd. (the "Grantor"), a company organized under the laws of the State of Israel, (Company No. 513422337) with offices located at 14 BB Hillel Silver Rd., Ramat-Gan 52506, 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 August 3, 2008 (the "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, a fixed charge on the intellectual property of Grantor for the benefit of the Lenders; and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement, to execute this IP Security Agreement for recording with patent and trademark offices throughout the world, including the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required), 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 Interest. 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 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 convention applications, reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

b. all trademarks and service marks and pending applications owned by the Grantor, including but not limited to the trademarks and service marks and trademarks and service marks 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 "Trademarks");

c. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

d. 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 IP Security Agreement.

Section 2. 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 in accordance with the provisions 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. 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 5. 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 anything to the contrary herein, upon an Acceleration (as defined below) that is exclusively triggered (i.e. is not triggered also by other triggering event) by the triggering events described in Section 3.1(iv), 3.1(v) or 3.1(i) of the Credit Agreement (other than non payment or breach of Section 5.3 of the Credit Agreement), any such sale, assignment and delivery of the Collateral shall be exercisable by the Lenders only after the appointment by a competent court of a custodian, liquidator, trustee or receiver for, or over, the assets of the Pledgor.

As used herein "Acceleration" shall mean the occurrence and continuance, of acceleration as contemplated under Section 3.3 of the Credit Agreement.

Section 6. 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.

OpTier Ltd.

By: _____

Name: Dov Gal

Title: CFO and COO



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), LP

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.

OpTier 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.

OpTier Ltd.

By: _____


Name: _____

Title: _____

Plenus II, Limited Partnership

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

By: PLENUS MANAGEMENT (2004) LTD. 


By: PLENUS MANAGEMENT (2004) LTD. 

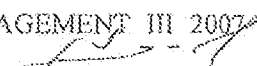
By: _____

By: _____

Plenus III, Limited Partnership

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

By: PLENUS MANAGEMENT III 2007 LTD. 

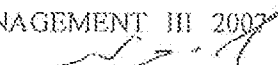
By: PLENUS MANAGEMENT III 2007 LTD. 

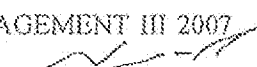
By: _____

By: _____

Plenus III (2), Limited Partnership

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007 LTD. 

By: PLENUS MANAGEMENT III 2007 LTD. 

By: _____

By: _____

SCHEDULE A

Patents

None.

List of Patent Applications:

I. Patent Applications:

The Grantor has the following patent applications pending:

Application Number and Country	Title	Filing date	Status
11/088,277 U.S.	System and Method for Performance Management in a Multi-Tier Computing Environment	March 23, 2005	Pending
4447/CHENP/ 2006 India	System and Method for Performance Management in a Multi-Tier Computing Environment	4 December, 2006	Pending
200580025893.4 China	System and Method for Performance Management in a Multi-Tier Computing Environment	30 January, 2007	Pending
2007-514318 Japan	System and Method for Performance Management in a Multi-Tier Computing Environment	4 December, 2006	Pending

2,503,987 Canada	System and Method for Performance Management in a Multi-Tier Computing Environment	7 April, 2005	Pending
2005249056 Australia	System and Method for Performance Management in a Multi-Tier Computing Environment	4 December, 2006	Pending
167628 Israel	System and Method for Performance Management in a Multi-Tier Computing Environment	23 March, 2005	Pending
05103034.4 Europe	System and Method for Performance Management in a Multi-Tier Computing Environment	15 April, 2005	Pending

Trademarks

The Grantor holds a registration for the following trademarks in the United States.

Title	Registration Number	Date of Registration	Status
"OpTier"	3,152,485	October 10, 2006	Registered
"CoreFirst"	3,218,410	March 13, 2007	Registered
"Putting first things first"	3,130,290	August 15, 2006	Registered

List of Trademarks Applications:

The Company has filed an application for registration of the "Active Context Tracking" trademark in the United States.