

**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>
E.S.I Software Ltd.		11/24/2008	CORPORATION: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kreos Capital III Limited		
<b>Street Address:</b>	47 Esplanade		
<b>City:</b>	St. Helier		
<b>State/Country:</b>	JERSEY		
<b>Postal Code:</b>	JE1 0BD		
<b>Entity Type:</b>	COMPANY: JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77266386	EVOLVEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)526-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-526-6448		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	110373146		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Michael J. Bevilacqua, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		

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Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:

Michael J. Bevilacqua

Signature:

/michael j. bevilacqua/

Date:

11/26/2008

**Total Attachments: 6**

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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated Nov 24, 2008, is made by (i) E.S.I Software Ltd. (the “**Grantor**”), a company organized under the laws of the State of Israel, with offices located at \_\_\_\_\_, and (ii) Kreos Capital III Limited (“**Kreos**”), a company incorporated in Jersey under registered number 05981165 whose registered office is at 47 Esplanade, St Helier, Jersey.

**WHEREAS**, Kreos and the Grantor entered into that certain Loan Agreement (the “**Loan Agreement**”) dated Oct 13, 2008, to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”), in each case executed by the Grantor and Kreos, are attached as exhibits (the Debenture – Fixed Charge and the Debenture – Floating Charge, together, the “**Charge Agreements**”); and

**WHEREAS**, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and the Grantor has agreed as a condition thereof and in addition to the creation of the charge pursuant to the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office 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 (including any rights and permissions afforded to the Grantor thereunder, which rights and permissions are incorporated herein by this reference), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications, as 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**”), and (ii) the registered trademarks and registered service marks, registered trade names [and domain names], and applications therefore as 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 registered copyrights and applications therefore set forth in **Schedule A** (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the “**Collateral**”). At the written request of the Lender from time to time, Schedule A shall be updated upon the application for, or acquisition of, any new Patents, Copyrights or Trademarks in the United States by the Grantor, and upon any such request of the Lender, the Grantor shall promptly file amendments to Schedule A with the U.S. Patent and Trademark Office to that effect.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantor to Kreos

now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Reserved.

Section 5. Right to Request Information. Kreos 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 6. 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, Kreos 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 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 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. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force on the earlier to occur of: (i) satisfaction in full of the Secured Obligations or (ii) the closing of an Additional Financing as such term is defined in section 1.2 of the Loan Agreement. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents and take any action necessary to terminate and remove and registration or recordation of the security interest granted by Grantor hereunder, and replace such security interest, to the extent possible under applicable United States law, with the registration of a Negative Pledge as such term is defined in the Loan Agreement.

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

**E.S.I SOFTWARE LTD.**

By:  \_\_\_\_\_

Name: Sasha Gilenson

Title: Director

**KREOS CAPITAL III LIMITED**

By: \_\_\_\_\_

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

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

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

**E.S.I SOFTWARE LTD.**

By: \_\_\_\_\_

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

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

**KREOS CAPITAL III LIMITED**

By: \_\_\_\_\_

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

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

SCHEDULE A

Patents

**Issued Patents**

<b><u>Patent #</u></b>	<b><u>Issue Date</u></b>	<b><u>Owned By</u></b>	<b><u>Title</u></b>

**List of Patent Applications:**

Guarantor filed provisional patent application named "Assisted Application Definition" in the US on April 17, 2008 and is waiting for the serial number of the application

<b><u>Patent Application #</u></b>	<b><u>Filing Date</u></b>	<b><u>Owned By</u></b>	<b><u>Title</u></b>
11/359,331	2/21/2006	E.S.I Software Ltd.	Graphical Representation of Organization Actions
11/359,288	2/21/2006	E.S.I Software Ltd.	Organization Action Incidents
11/285,908	11/23/2005	E.S.I Software Ltd.	System and Method for Determining Information related to User Interactions with an Application
11/319,822	12/27/2005	E.S.I Software Ltd.	Generation of Names related to Organization Actions

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>State</u></b>	<b><u>Trademark</u></b>	<b><u>Class</u></b>	<b><u>Application Number:</u></b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>	<b><u>Owned By</u></b>
U.S.A	EVOLVEN	9	77266386	28.8.2007	Pending	E.S.I Software

						Ltd.
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Copyrights

None

Registration #	Registration Date	Owned By	Title