

**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>
OzVision Global Inc.		05/20/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aviv Ventures II (Israel) L.P.		
<b>Street Address:</b>	Ram Building, 5th Floor		
<b>Internal Address:</b>	36 Shacham Street		
<b>City:</b>	Petach-Tikva		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	49517		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Aviv Ventures II (Delaware) L.P.		
<b>Street Address:</b>	Ram Building, 5th Floor		
<b>Internal Address:</b>	36 Shacham Street		
<b>City:</b>	Petach-Tikva		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	49517		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>Name:</b>	Aviv Ventures II (CVCI) L.P.		
<b>Street Address:</b>	Ram Building, 5th Floor		
<b>Internal Address:</b>	36 Shacham Street		
<b>City:</b>	Petach-Tikva		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	49517		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>Name:</b>	Gideon Israel		
<b>Street Address:</b>	71 West Heath Road		

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City:	London
State/Country:	UNITED KINGDOM
Postal Code:	NW3 7TH
Entity Type:	INDIVIDUAL: ISRAEL

Name:	Avraam Fried
Street Address:	4 Almog Street
City:	Ramat Efal
State/Country:	ISRAEL
Entity Type:	INDIVIDUAL: ISRAEL

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76548521	OZVISION
Serial Number:	76548520	OZMAIL
Serial Number:	76548517	OZLINE
Serial Number:	76548462	OZMAIL SMART VIDEO EMAIL

CORRESPONDENCE DATA

Fax Number: (617)345-3299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (617) 345-3000  
Email: mschepper@burnslev.com  
Correspondent Name: Marlo M. Schepper  
Address Line 1: Burns & Levinson LLP  
Address Line 2: 125 Summer Street  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 30750-1

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Marlo M. Schepper

Signature: /Marlo M. Schepper/

Date: 05/22/2009

Total Attachments: 7

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## Bridge Loan Agreement

This Bridge Loan Agreement (the "**Agreement**") is made and entered into as of May 20, 2009, by and between Ozvision Global Inc., a Delaware corporation (the "**Parent Company**"), Oz Vision Ltd., (registration no. 512091984), an Israeli company (the "**Subsidiary**", and together with the Parent Company, the "**Company**"), and the lenders listed in Exhibit A hereto (severally, and not jointly, the "**Lenders**").

**WHEREAS** the Company requires an infusion of funds in order to conduct its business activities; and

**WHEREAS** the Company and the Lenders have entered into a term-sheet dated of even date herewith for the provision of a convertible bridge loan by the Lenders to the Company (the "**Term Sheet**"), pursuant to which, in the framework of the definitive agreements to be effected pursuant to the Term Sheet (the "**Definitive Agreements**"), in consideration for the provision of a convertible bridge loan by the Lenders of not less than US\$1,500,000 (the "**Loan Amount**"), convertible into shares of Series C Preferred Stock of the Company (the "**Preferred Shares**"), all pursuant to the terms and conditions of the Definitive Agreements; and

**WHEREAS** the Lenders are willing to advance to the Company the amount of US\$200,000 out of the Loan Amount by way of a convertible loan prior to the execution of the Definitive Agreements, all upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

### 1. Loan.

- 1.1. Subject to and based on the representations and warranties made by the Company, as set forth in Section 4 below, each of the Lenders undertakes (with respect to itself alone) to loan to the Company the amount set forth opposite to its name in Exhibit A hereto, in the aggregate amount of US\$200,000 (the "**Interim Loan Principal Amount**").
- 1.2. The Interim Loan actually advanced to the Company by any Lender shall bear an interest at the rate of 10% per annum compounded monthly (the "**Interest**"; the outstanding Interim Loan Principal Amount together with any and all accrued Interest thereon, the "**Interim Loan**"), to be calculated as of the date of actual transfer of each Lender's respective portion of the Interim Loan, and until the earlier of: (i) the Repayment Date (as defined below) and (ii) the execution of the Definitive Agreements.
- 1.3. Each Lender shall transfer its portion of the Interim Loan to the Company within 3 business days from the date hereof (the "**Closing**"). The Closing is subject to the delivery by the Company to the Lenders of the following documents: (i) copies of executed resolutions of the Board of Directors of the Parent Company, of the Board of Directors of the Subsidiary, and of the holders of any class of shares of the Parent Company (to the extent required in accordance with the Parent Company's Amended and Restated Certificate of Incorporation) approving the execution, delivery and performance by the Parent Company and the Subsidiary (respectively) of this Agreement and all transactions contemplated hereby; and (ii) evidence, reasonably satisfactory to the Lenders, of perfection, execution, filing and registration with the Israeli Registrar of Companies, the Israeli Registrar of Pledges, the Delaware Secretary of State, the Recorder of Deeds of the District of Columbia and the US Patent and Trademark Office of the Floating Charge and the Fixed Charge (as defined below).

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- 1.4. The proceeds of the Interim Loan shall be used by the Company according to the Company's Board of Directors' resolution.
- 1.5. The Company undertakes that immediately following the release of Square 1 Bank pledge over Israeli patent number 128071 registered with the Israeli Registrar of Patents and Trademarks, the Subsidiary will cause the perfection of a pledge over the abovementioned patent to the benefit of the Lenders. The Company warrants and represents that according to its agreements with Square 1 Bank the pledge over said patent had to be released and that no grounds exist to objection by Square 1 Bank to such release.

## 2. Repayment.

- 2.1. The Interim Loan shall mature and become immediately due and payable in cash upon the earlier to occur, subject to Section 2.3 below (each, a "Maturity Event"):
  - 2.1.1. the Company files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors;
  - 2.1.2. a receiver, trustee, or similar officer is appointed for the business or a significant part of the property of the Company, and such appointments are not stayed, enjoined, or discharged within 30 days from their commencement;
  - 2.1.3. any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the Company, and such actions are not stayed, enjoined, or discharged within 30 days from their commencement;
  - 2.1.4. the sale or transfer or encumbrance (including by pledge or by hypothecation) of, or an attempt to sell or transfer or encumber, all or substantially all of the Company's intellectual property or technology;
  - 2.1.5. upon the failure of the Company to, in all material respects, comply with and to take all such actions necessary for the effectuation and performance of its obligations under this Agreement and all other transactions contemplated hereby, which failure remains uncured more than 15 days following receipt by the Company of a written notification by the Lenders regarding such failure;
  - 2.1.6. the Company adopts a resolution for discontinuance of its business or for its liquidation, dissolution or winding-up; or
  - 2.1.7. 60 days after the Closing date.
- 2.2. In the event that a Liquidation Event (as defined in the Company's Certificate of Incorporation) (other than Liquidation Event that also constitutes a Maturity Event) takes place prior to the occurrence of a Maturity Event or the execution of the Definitive Agreements, then the Lenders shall be entitled to receive an amount equal to twice the Interim Loan prior to any other distribution made by the Company, including, without limitation, to any shareholder and/or creditor thereof.
- 2.3. In the event that the closing of the Definitive Agreements takes place prior to the occurrence of a Maturity Event, the Interim Loan Amount shall automatically and without further action be deemed part of the Loan Amount, thus subject to the terms and conditions of the Definitive Agreements.
- 2.4. Upon payment in accordance with Sections 2.1 or 2.2 above or the closing of the Definitive Agreements providing for the provision of Section 2.3 above, the Interim Loan shall be deemed to be repaid in full and this Agreement shall automatically terminate and expire and be of no

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further force and effect, without the need for any further action by the Lenders or the Company.

3. **Security.** In order to secure the due and prompt payment of the Interim Loan, when and as same shall be due and payable, the Company hereby charges by way of a first ranking floating charge (the "**Floating Charge**") for the benefit of the Lenders all of the present and future assets of the Company including the Company's Intellectual Property, whether now existing or hereafter created (the "**Collateral**"). In addition, the Company charges by way of a first ranking fixed charge all of the Company's registered and unissued share capital as it may be amended from time to time, Company's rights in respect of its Intellectual Property including, without limitation, the intellectual property rights detailed in **Exhibit B** hereto, its reputation and goodwill and any tax benefit the Company may have (the "**Fixed Charge**").
4. **Representations and Warranties.** The Company hereby represents and warrants to each of the Lenders, as follows: (i) it is a duly formed and validly existing in its respective jurisdiction; (ii) it has full power and authority to consummate the transactions contemplated hereunder, and the consummation of such transactions and the performance of this Agreement by the Company shall not violate the provisions of any applicable law, and will not result in any breach of, or constitute a default under, any agreement or instrument to which the Company is a party or under which the Company is bound; (iii) no consents, authorizations or approvals or waivers of any kind of any party (including any governmental authorities and the like) are required in connection with the execution or performance of this Agreement, which shall have not be obtained by the Company prior to the Closing date; and (iv) the execution and performance of this Agreement by the Company has been duly authorized by all necessary action, this Agreement has been duly executed and delivered by the Company, and this Agreement constitutes a legal, valid, and binding obligation of the Company, and is fully enforceable against it.
5. **Rights of the Lenders.** (a) Each Lender may freely assign any and all of its rights or obligations hereunder to any of its affiliates and to the persons and entities to which free transfer of shares is allowed under the Company's Investors Rights Agreement; (b) From the date hereof until the repayment of the of the Interim Loan in full, the Company shall inform the Lenders of any material developments in the Company, including without limitation, any material agreement entered into by the Company, and shall provide to the Lenders copies of any and all financial statements prepared by the Company, provide access to any material documents concerning such developments in the Company, and shall generally provide to the Lenders such additional information and documents about the Company and its operations as the Lenders may reasonably request from time to time; (c) All obligations of the Lenders hereunder are severally and not jointly.
6. **Miscellaneous.** (a) Except as otherwise expressly limited herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. (b) The Company may not assign or transfer any of its rights or obligations hereunder absent the consent of the Lenders. (c) All duties and expenses incurred in connection with the execution or performance of this Agreement shall be borne by the Company, including, without limitation, legal fees in the amount of \$4,000 plus VAT and any due diligence expenses incurred by any Lender. (d) This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matters hereof and thereof; and this Agreement may not be amended, supplemented, discharged or terminated except by a writing signed by the Company and Lenders, who have, collectively, provided to the Company at least 60%

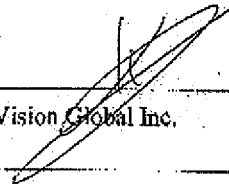
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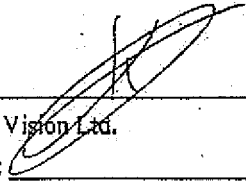
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of the Interim Loan, including Aviv Ventures II entities. (e) No failure or delay by any party to enforce at any time any of the provisions hereof, or to exercise any power or right hereunder, shall operate as or be construed to be, a waiver of any such provision, power or right; and any waiver of any provision hereof or any power or right hereunder shall be in writing, and shall be effective only with respect to the party who made such waiver, and in the specific instance and for the purpose for which given. (f) This Agreement shall be governed for all purposes by the laws of the State of Israel without regard to its principles of choice of law, and the competent courts of Tel Aviv have sole and exclusive jurisdiction over any and all matters related to this Agreement, its execution, performance and delivery.

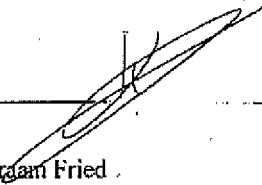
[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first hereinabove written.

  
\_\_\_\_\_  
OzVision Global Inc.  
By: \_\_\_\_\_

  
\_\_\_\_\_  
Oz Vision Ltd.  
By: \_\_\_\_\_

\_\_\_\_\_  
Aviv Venture Capital Ltd.  
On behalf of Aviv Ventures II Entities<sup>1</sup>  
By: \_\_\_\_\_

  
\_\_\_\_\_  
Avraam Fried

\_\_\_\_\_  
Gidon Israel

<sup>1</sup> Aviv Ventures II Entities include (i) Aviv Ventures (Israel) II L.P.; (ii) Aviv Ventures (Delaware) II, L.P.; and (iii) Aviv Ventures (CVCI) II, L.P.



Exhibit A  
The Lenders

<u>Name</u>	<u>Address</u>	<u>Loan Amount</u>
Aviv Ventures II (Israel) L.P.	Ram Building, 5th floor 36 Shacham Street Petach-Tikva, 49517 Israel	\$59,851.00
Aviv Ventures II (Delaware) L.P	Ram Building, 5th floor 36 Shacham Street Petach-Tikva, 49517 Israel	\$27,300.00
Aviv Ventures II (CVCI) L.P	Ram Building, 5th floor 36 Shacham Street Petach-Tikva, 49517 Israel	\$21,693.00
Gideon Israel	71 West Heath Road London NW3 7TH England	\$43,537
Avraam Fried	4 Almog St. Ramat Efal, Israel	\$47,619

**Exhibit B**  
**Intellectual Property**

Parent Company:

The following trademarks registered in the US PTO:

1. Serial Number 76548521;  
Word Mark: "OZVISION"
2. Serial Number 76548520  
Word Mark: "OZMAIL"
3. Serial Number 76548517  
Word Mark: "OZLINE"
4. Serial Number 76548462;  
Word Mark and Drawing: "OZMAIL SMART VIDEO EMAIL"



Subsidiary:

Israeli patent no. 128071, dated December 9, 2004

US patent no. 6,738,087, dated May 18, 2004

US patent application no. 11/662,643