

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OzVision Global Inc. | | 03/19/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Aviv Ventures (CVCI) II, L.P. | | |
| Street Address: | Ram Building, 5th Floor | | |
| Internal Address: | 36 Shacham Street | | |
| City: | Petach-Tikva | | |
| State/Country: | ISRAEL | | |
| Postal Code: | 49517 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| Name: | Aviv Ventures (Israel) II, L.P. | | |
| Street Address: | Ram Building, 5th Floor | | |
| Internal Address: | 36 Shacham Street | | |
| City: | Petach-Tikva | | |
| State/Country: | ISRAEL | | |
| Postal Code: | 49517 | | |
| Entity Type: | LIMITED PARTNERSHIP: ISRAEL | | |
| Name: | Aviv Ventures (Delaware) II, L.P. | | |
| Street Address: | Ram Building, 5th Floor | | |
| Internal Address: | 36 Shacham Street | | |
| City: | Petach-Tikva | | |
| State/Country: | ISRAEL | | |
| Postal Code: | 49517 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| Name: | Avraam Fried | | |
| Street Address: | c/o OzVision Ltd. | | |

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|-------------------|--------------------|
| Internal Address: | Kibbutz Nahal Oz |
| City: | M.P. Negev |
| State/Country: | ISRAEL |
| Postal Code: | 85145 |
| Entity Type: | INDIVIDUAL: ISRAEL |

| | |
|-----------------|--------------------|
| Name: | Gideon Israel |
| Street Address: | 71 West Heath Road |
| City: | London |
| State/Country: | UNITED KINGDOM |
| Postal Code: | NW3 7TH |
| Entity Type: | INDIVIDUAL: ISRAEL |

| | |
|-----------------|-------------------------|
| Name: | C Form Com Ltd. |
| Street Address: | 8 Shadal Street |
| City: | Tel Aviv |
| State/Country: | ISRAEL |
| Postal Code: | 65786 |
| Entity Type: | Limited Company: ISRAEL |

| | |
|-----------------|---------------------------|
| Name: | Alan Avidan |
| Street Address: | 18 Tuthill Point Road |
| City: | East Moriches |
| State/Country: | NEW YORK |
| Postal Code: | 11940 |
| Entity Type: | INDIVIDUAL: UNITED STATES |

| | |
|-----------------|------------------------------------|
| Name: | Alerting Experts LLC |
| Street Address: | 18 Tuthill Point Road |
| City: | East Moriches |
| State/Country: | NEW YORK |
| Postal Code: | 11940 |
| Entity Type: | LIMITED LIABILITY COMPANY: FLORIDA |

| | |
|-----------------|---------------------------|
| Name: | Robert Wiener |
| Street Address: | 19 Surrey Lane |
| City: | Hampton Falls |
| State/Country: | NEW HAMPSHIRE |
| Postal Code: | 03844 |
| Entity Type: | INDIVIDUAL: UNITED STATES |

| | |
|-------------------|------------------------------------|
| Name: | Kardan Communication Networks Ltd. |
| Street Address: | c/o Kardan Israel Ltd. |
| Internal Address: | 154 Menachem Begin Road |
| City: | Tel Aviv |
| State/Country: | ISRAEL |
| Postal Code: | 64921 |
| Entity Type: | Limited Company: ISRAEL |

| | |
|-----------------|--------------------|
| Name: | Yael Lipman |
| Street Address: | 10 Beit Ram Street |
| City: | Ramot Hashavim |
| State/Country: | ISRAEL |
| Postal Code: | 45930 |
| Entity Type: | INDIVIDUAL: ISRAEL |

| | |
|-----------------|--------------------|
| Name: | Zohar Gilon |
| Street Address: | 28 Shalva Street |
| City: | Herzliya Pituach |
| State/Country: | ISRAEL |
| Postal Code: | 46705 |
| Entity Type: | INDIVIDUAL: ISRAEL |

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|-----------------|--|
| Name: | Amos and Daughters Investments and Properties Ltd. |
| Street Address: | 73 Hamesila Street |
| City: | Herzeliya |
| State/Country: | ISRAEL |
| Postal Code: | 46580 |
| Entity Type: | Limited Company: ISRAEL |

| | |
|-----------------|------------------------------------|
| Name: | Lapidot, Melchior Abramovich & Co. |
| Street Address: | 11 Kiryat Ha'Madaa Street |
| City: | Jerusalem |
| State/Country: | ISRAEL |
| Postal Code: | 91451 |
| Entity Type: | CORPORATION: ISRAEL |

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|-----------------|---|
| Name: | Reflection - Simulation Investments (1996) Ltd. |
| Street Address: | 52 Menachem Begin Street |
| City: | Tel Aviv |
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|----------------|-------------------------|
| State/Country: | ISRAEL |
| Postal Code: | 67137 |
| Entity Type: | Limited Company: 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

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|-------------------------|---------|
| ATTORNEY DOCKET NUMBER: | 30750-1 |
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DOMESTIC REPRESENTATIVE

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

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Marlo M. Schepper |
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| Signature: | /Marlo M. Schepper/ |
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| Date: | 03/19/2010 |
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Total Attachments: 20
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SECURITY AGREEMENT

This Security Agreement (the "**Agreement**") is made as of the 19th day of March, 2010 by and among OzVision Global Inc., a Delaware corporation (the "**Debtor**"), and certain secured parties, as listed in **Exhibit I** attached hereto (each, a "**Secured Party**" and collectively, the "**Secured Parties**"). For purpose of this Agreement, the Secured Parties shall act by the written consent of Majority Secured Parties (as defined below).

RECITALS

The Debtor and the Secured Parties are parties to (i) a Convertible Loan and Convertible Promissory Notes Purchase Agreement of even date herewith (the "**Purchase Agreement**"); and (ii) a Convertible Loan and Convertible Promissory Notes Purchase Agreement dated as of July 23, 2009 (the "**Original Agreement**") pursuant to which the Debtor shall issue to the Secured Parties the Notes (as defined herein) and the Secured Parties shall purchase such Notes from the Debtor. The parties to this Agreement intend that the Debtor's obligations to repay the Loan (as defined in the Purchase Agreement) and any other Obligation (as defined below) shall be secured by any and all of the assets of the Securing Parties.

AGREEMENT

In consideration of the purchase of the Notes by the Secured Parties and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Security Interest.**

(a) To secure the Debtor's full and timely performance of the Obligations (as defined below), the Debtor hereby grants to the Secured Parties a continuing Lien (as defined below) on and security interest (the "**Security Interest**") in, all of the Debtor's rights, title and interest in and to all of its personal property and assets (both tangible and intangible), including, without limitation, the following, whether now owned or hereafter acquired and wherever located: (a) all Receivables; (b) all Equipment; (c) all Fixtures; (d) all General Intangibles; (e) all Inventory; (f) all Investment Property; (g) all Deposit Accounts; (h) all Cash; (i) all other Goods of the Securing Parties; (j) all Intellectual Property; and (k) all Proceeds of each of the foregoing and all accessions to, and replacements for, each of the foregoing (collectively, the "**Collateral**").

(b) The following terms shall have the following meanings for purposes of this Agreement:

"**Account**" means any "Account," as such term is defined in the UCC now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquire any interest and, in any event, shall include, without limitation, all accounts receivable, book debts, rights to payment and other forms of Obligations (other than forms of obligations evidenced by Chattel Paper, Documents or Instruments) now owned or hereafter received or acquired by or belonging or owing to the Debtor whether or not arising out of goods or software sold or services rendered by the Securing Parties or from any other transaction, whether or not the same involves the sale of goods or services by the Debtor and all of the Debtor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the

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foregoing, and all monies due or to become due to the Debtor under all purchase orders and contracts for the sale of goods or the performance of services or both by the Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of the Debtor), now in existence or hereafter occurring, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Cash" means all cash, money, currency, and liquid funds, wherever held, in which the Debtor now or hereafter acquire any right, title, or interest.

"Chattel Paper" means any "Chattel Paper," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest.

"Commercial Tort Claim" shall have the meaning given to that term in Section 2(e) of this Agreement.

"Deposit Accounts" means any "Deposit accounts," as such term is defined in the UCC, and includes any checking account, savings account, or certificate of deposit, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest.

"Documents" means any "Documents," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest.

"Electronic Chattel Paper" means any "Electronic chattel paper," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest.

"Equipment" means any "Equipment," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and any and all additions, upgrades, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires interest.

"Fixtures" means any "Fixtures," as such term is defined in the UCC, together with all right, title and interest of the Debtor in and to all extensions, improvements, betterments, accessions, renewals, substitutes, and replacements of, and all additions and appurtenances to any of the foregoing property, and all conversions of the security constituted thereby, immediately upon any acquisition or release thereof or any such conversion, as the case may be, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest.

"General Intangible" means any "General Intangible," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest and, in any event, shall include, without limitation, all right, title and interest that the Debtor may now or hereafter have in or under any contracts, rights to payment, payment intangibles, confidential information, interests in partnerships, limited liability companies, corporations, joint ventures and other business associations, permits, goodwill, claims in or under insurance policies, including unearned premiums and premium adjustments, uncertificated securities, deposit, checking

and other bank accounts, rights to receive tax refunds and other payments and rights of indemnification, but shall not include any Intellectual Property (including the right to receive all proceeds and damages therefrom).

"Goods" means any "Goods," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest.

"Instruments" means any "Instrument," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest.

"Intellectual Property" means, collectively, all rights, priorities and privileges of the Debtor relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, inventions, patents, patent licenses, trademarks, trademark licenses and trade secrets (including customer lists), domain names, Web sites and know-how, including, but not limited to, the patents, trademarks and copyrights set forth on **Schedule 1(b)** attached hereto.

"Inventory" means any "Inventory," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now holds or hereafter acquires any interest, and, in any event, shall include, without limitation, all inventory, goods and other personal property that are held by or on behalf of the Debtor for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in the Debtor's business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive possession of the Debtor or is held by others for the Debtor's account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all such property that may be in the possession or custody of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other Persons.

"Investment Property" means any "Investment property," as such term is defined in the UCC, and includes certificated securities, uncertificated securities, money market funds and U.S. Treasury bills or notes, now owned or hereafter acquired by the Debtor or in which the Debtor now hold or hereafter acquire any interest.

"Letter of Credit Right" means any "Letter of credit right," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now hold or hereafter acquire any interest, including any right to payment or performance under any letter of credit.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and the filing of any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the UCC or comparable law of any jurisdiction.

"Notes" means any convertible promissory notes issued to the Secured Parties pursuant to the Purchase Agreement and the Original Agreement.

"Obligations" shall mean and include all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Debtor to the Secured Parties of every kind and description (whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter owed by the Debtor to the Secured Parties, in connection with the Purchase Agreement, the Original Agreement and the Notes, including without limitation all interest, fees, charges, expenses, attorneys' fees and accountants' fees chargeable to the Debtor or payable by the Debtor thereunder.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

"Proceeds" means "Proceeds," as such term is defined in the UCC and, in any event, shall include, without limitation, (a) any and all Accounts, Chattel Paper, Instruments, cash or other forms of money or currency or other proceeds payable to the Debtor from time to time in respect of the Collateral, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the Collateral, (c) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (d) the proceeds, damages, or recovery based on any claim of the Debtor against third parties (i) for past, present or future infringement of any copyright, patent or patent license or (ii) for past, present or future infringement or dilution of any trademark or trademark license or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means all of the Debtor's Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, and letters of credit and Letter of Credit Rights.

"Supporting Obligation" means any "Supporting obligation," as such term is defined in the UCC, now owned or hereafter acquired by the Debtor or in which the Debtor now hold or hereafter acquire any interest.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Delaware; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Secured Parties' Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Delaware, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

Unless otherwise defined herein, all capitalized terms used herein and defined in the Purchase Agreement shall have the respective meaning given to those terms in the Purchase Agreement, and terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.

2. **Representations and Warranties.** The Debtor hereby represents and warrants to the Secured Parties that:

(a) **Ownership of Collateral.** The Debtor is the legal and beneficial owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Debtor acquires rights in the Collateral, will be the legal and beneficial owners thereof). Except for the Security Interest granted to the Secured Parties pursuant to this Agreement, the Original Agreement and all schedules thereto, and that certain Bridge Loan Agreement dated January 26, 2010 by and among the Debtor and the Lenders listed and defined therein, the Debtor has rights in or the power to transfer the Collateral free and clear of any adverse Lien, security interest or encumbrance other than a lien in favor of Cummings Properties LLC disclosed to the Secured Parties (the "**Landlord Lien**"). No financing statements covering any Collateral or any proceeds thereof are on file in any public office (other than filings listing the Secured Parties as the Secured Parties).

(b) **Valid Security Interest.** The Security Interest granted pursuant to this Agreement constitutes a valid and continuing perfected security interest in favor of the Secured Parties in the Collateral for which perfection is governed by the UCC or filing with United States Patent and Trademark Office, the Israeli Registrar of Pledges as well as where applicable the Israeli Registrar of Patents and Trademarks. Such Security Interest will be prior to all other Liens on the Collateral other than the Landlord Lien.

(c) **Organization and Good Standing.** The Debtor has been duly incorporated, and is validly existing and in good standing, under the laws of Delaware.

(d) **Location, State of Organization and Name of the Debtor.** The Debtor's state of organization is the State of Delaware and the Debtor's exact legal name as it appears in the official filings in the State of Delaware is as set forth in the first paragraph of this Agreement. The Debtor has only one jurisdiction of organization.

(e) **Commercial Tort Claim.** The Debtor has not filed, and does not presently intend to file, a claim, suit or action or command any formal proceeding against another party seeking redress or damages of any kind of an actual or alleged commercial tort (a "**Commercial Tort Claim**"). The above notwithstanding, the Debtor is considering taking action against third parties including the Debtor's trademarks in their domain names.

(f) **Location of Equipment and Inventory.** Substantially all Equipment and Inventory are (i) located at the locations indicated on **Schedule 2(f)**; or (ii) in transit to such locations; or (iii) in transit to a third party purchaser which will become obligated on a Receivable to the Debtor upon receipt. Except for Equipment and Inventory referred to in clauses (ii) and (iii) of the preceding sentence, the Debtor has exclusive possession and control of the Inventory and Equipment.

(g) **Delivery of Items.** **Schedule 2(g)** lists substantially all Instruments (other than checks received in the ordinary course of business), letter-of-credit rights, Electronic Chattel Paper and Chattel Paper of the Debtor as of the date hereof.

(h) **Receivables.** Each Receivable is genuine and enforceable against the parties obligated to pay the same (an "**Account Debtor**") free from any right of rescission, defense, setoff or discount.

(i) **Insurance.** Each insurance policy maintained by the Debtor validly exists and is in full force and effect. The Debtor is not in default under the provisions of any insurance policy, and there are no facts which, with the giving of notice or passage of time (or both), would result in such a default under any provision of any such insurance policies. Set forth in **Schedule 3.16 of Exhibit G** to the Purchase Agreement is a complete and accurate list of the insurance of the Debtor in effect on the date of this Agreement covering fire, public liability, property damage and worker's compensation, showing as of such date, (i) the type of insurance carried, (ii) the name of the insurance carrier, and (iii) the amount of each type of insurance carried.

(j) This Agreement is effective to create a valid and continuing Lien upon the Collateral. All action by the Debtor necessary or desirable to protect and perfect such Lien on each item of the Collateral has been duly taken or will be taken prior to the Closing of the Purchase Agreement.

3. **Covenants.** The Debtor, hereby represents, warrants, covenants and agrees that, from and after the date of this Agreement until the Obligations are paid in full:

(a) **Other Liens.** Except for the Security Interest, the Landlord Lien and subject to applicable law (including, without limitation any bankruptcy law and the Israeli Encouragement of Research and Development in the Industry Act, 5744-1984), the Debtor has rights in or the power to transfer the Collateral and its title and will be able to do so hereafter free from any adverse Lien, security interest or encumbrance, and the Debtor will defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein.

(b) **Further Documentation.** At any time and from time to time, upon the written request of the Secured Parties, and at the sole expense of the Debtor, the Debtor will promptly and duly authenticate and deliver such further instruments and documents and take such further action as the Secured Parties reasonably determine necessary or desirable for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted including, without limitation, filing any financing or continuation statements under the UCC in effect with respect to the Liens created hereby. The Debtor also hereby authorizes the Secured Parties to file any such financing, amendment or continuation statement without the authentication of the Debtor to the extent permitted by applicable law. A reproduction of this Agreement shall be sufficient as a financing statement (or as an exhibit to a financing statement on form UCC-1) and for filing in any jurisdiction in the United States or in Israel.

(c) **Indemnification.** The Debtor agrees to defend, indemnify and hold harmless the Secured Parties against any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) ("**Liabilities**"): (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any governmental authority applicable to any of the Collateral, or (iii) in connection with any of the transactions contemplated by this Agreement.

(d) **Maintenance of Records.** The Debtor will keep and maintain at its own expense complete and satisfactory records of the Collateral.

(e) **Inspection Rights.** The Secured Parties shall have full access during normal business hours, and upon prior notice, to all the books, correspondence and other records of the Debtor

relating to the Collateral. The Secured Parties or their representative may examine such records and make photocopies or otherwise take extracts from such records. The Debtor agrees to render to the Secured Parties, at the Debtor's expense, such clerical and other assistance as the Secured Parties may request with regard to the exercise of their rights pursuant to this paragraph.

(f) **Compliance with Laws, etc.** The Debtor (i) will comply with all laws, rules, regulations and orders of any governmental authority applicable to any part of the Collateral or to the operation of the Debtor's business and (ii) shall not use or permit any Collateral to be used in violation of any provision of the Purchase Agreement and the Notes, any law, rule or obligation or order of any governmental authority, or any policy of insurance covering the Collateral.

(g) **Payment of Obligations.** The Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or with respect to any of its income or profits derived from the Collateral, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral.

(h) **Compliance with Agreements.** The Debtor will strictly comply with the terms and conditions of the Purchase Agreement and the Original Agreement.

(i) **Limitation on Liens on Collateral.** The Debtor will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Security Interest, and will defend the right, title and interest of the Secured Parties in and to any of the Collateral against the claims and demands of all other persons.

(j) **Limitations on Dispositions of Collateral.** The Debtor will not sell, transfer, lease, or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so other than in the ordinary course of business.

(k) **Further Identification of Collateral.** The Debtor will furnish to the Secured Parties from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Parties may reasonably request, all in detail acceptable to the Secured Parties.

(l) **Notice of Change of State of Incorporation.** Without 30 days' prior written notice to, and the prior written consent from the Majority Secured Parties, the Debtor shall not (i) change the Debtor's name, state of incorporation or organization, organizational identification number or place of business (or, if the Debtor has more than one place of business, their respective chief executive offices), or the office in which the Debtor's records relating to Receivables are kept, (ii) keep Collateral consisting of Chattel Paper and documents at any location other than its chief executive offices set forth on **Schedule 2(f)**, or (iii) keep Collateral consisting of Equipment, Inventory or other goods at any location other than the locations set forth in **Schedule 2(f)**.

(m) **Future Commercial Tort Claims.** The Debtor will promptly give notice to the Secured Parties upon the initiation of any Commercial Tort Claim. The Debtor hereby authorizes the Secured Parties to amend this Agreement (without any further action or consent from the Debtor) to include any such Commercial Tort Claim as Collateral hereunder.

(n) **Deposit Accounts.** Without ten days prior written notice to the Secured Parties, the Debtor shall not establish any deposit account not set forth on **Schedule 3(n).**

(o) **Collection of Receivables.** The Debtor shall collect, enforce and receive delivery of the Receivables in accordance with past practice until otherwise notified by the Secured Parties.

(p) **Insurance.** The Debtor shall (i) maintain and keep in force during the term of this Agreement such insurance policies as referred to in Section 2(i) above, (ii) deliver to the Secured Parties from time to time, as the Secured Parties may request, schedules setting forth all insurance then in effect, and (iii) if requested by the Secured Parties, deliver to the Secured Parties copies of each policy of insurance which replaces, or evidences the renewal of, each existing policy of insurance at least 15 days prior to the expiration of such policy.

(q) [Reserved].

(r) [Reserved].

(s) **Electronic Chattel Paper.** The Debtor shall take all steps necessary to grant the Secured Parties control of all Electronic Chattel Paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(t) **Intellectual Property Matters.** The Debtor shall notify the Secured Parties immediately if it knows or has reason to know (i) that any application or registration relating to any of its Intellectual Property may become abandoned or dedicated, or (ii) of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Debtor's ownership of any Intellectual Property.

(u) **Intellectual Property Applications.** Except for applications filed by the Debtor prior to the execution of this Agreement, the Debtor shall not, neither by itself nor through any agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Secured Parties prior written notice thereof, and, upon request of the Secured Parties, the Debtor shall execute and deliver any and all security documents as the Secured Parties may reasonably request to evidence the Secured Parties' Lien on such Intellectual Property and the general intangibles of the Debtor relating thereto or represented thereby. The Debtor hereby authorizes the Secured Parties to amend this Agreement (without any further action or consent from the Debtor) to include any such patent, trademark or copyright as Collateral hereunder.

(v) **Intellectual Property Abandonment.** The Debtor shall take all actions necessary or reasonably requested by the Secured Parties to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of its Intellectual Property, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless the Majority Secured Parties shall determine that such Intellectual Property is not material to the conduct of its business.

(w) **Protection of Intellectual Property.** In the event that the Debtor's Intellectual Property is infringed upon, or misappropriated or diluted by a third party, the Debtor shall notify the Secured Parties promptly after the Debtor learns thereof. The Debtor shall, unless the Majority Secured Parties shall reasonably determine that such Intellectual Property is in no way material to the conduct of its business or operations, promptly sue for, and seek recovery of any and all damages resulting from such infringement, misappropriation or dilution, and shall take such other actions as the Secured Parties shall reasonably deem necessary, appropriate or desirable under the circumstances to protect such Intellectual Property.

(x) **Chattel Paper.** The Debtor shall type, print or stamp conspicuously on the face of all original copies of all Collateral consisting of Chattel Paper and Documents not in the possession of the Secured Parties a legend satisfactory to the Secured Parties indicating that such Chattel Paper is subject to the security interest granted hereby.

(y) **Limitation on Filing of Financing Statements.** The Debtor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Secured Parties and agrees that it will not do so without the prior written consent of the Secured Parties except for an amendment adding additional Secured Parties that have joined as additional purchasers to the Purchase Agreement, subject to the Debtor's rights under Section 9-509(d)(2) of the UCC.

4. **Event of Default; the Secured Parties' Appointment as Attorney-in-Fact.**

(a) **Event of Default.** For purposes of this Agreement, any of the events of default listed in subsection 5 or subsection 7(1) of the Notes, as applicable, and any default under this Agreement (which is not listed in the aforementioned subsections of the Notes, as applicable), which is not cured within 7 days from the delivery to the Debtor of a written notice of such breach by the Secured Parties, shall constitute an "Event of Default".

(b) **Powers.** Without limiting in any way the responsibility and obligations of the Debtor and not as substitute to such obligations, and without derogating from Section 5 below, the Debtor hereby appoints the Secured Parties and any officer or agent of the Secured Parties, with full power of substitution, as its attorney-in-fact with full irrevocable power and authority in the place of the Debtor and in the name of the Debtor or its own name, from time to time in the Secured Parties' discretion so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Agreement, to take any appropriate action and to authenticate any instrument which may be reasonably necessary or desirable to accomplish the purposes of this Agreement. Without limiting the foregoing, so long as an Event of Default has occurred and is continuing, the Secured Parties shall have the right subject to applicable law and giving notice to the Debtor, but without the consent of, the Debtor, to do any of the following on the Debtor's behalf:

- (i) to pay or discharge any taxes or Liens levied or placed on or threatened against the Collateral;
- (ii) to direct any party liable for any payment under any of the Collateral to make payment of any and all amounts due or to become due thereunder directly to the Secured Parties or as the Secured Parties directs;

(iii) to ask for or demand, collect, and receive payment of and receipt for, any payments due or to become due at any time in respect of or arising out of any Collateral;

(iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Collateral;

(v) to defend any suit, action or proceeding brought against the Debtor with respect to any Collateral;

(vi) to settle, compromise or adjust any suit, action or proceeding described in subsection (v) above and to give such discharges or releases in connection therewith as the Secured Parties may deem appropriate;

(vii) to assign any patent right included in the Collateral of the Debtor (along with the goodwill of the business to which any such patent right pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Parties shall in its sole discretion determine; and

(viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral and to take, at the Secured Parties' option and the Debtor's expense, any actions which the Secured Parties deems necessary to protect, preserve or realize upon the Collateral and the Secured Parties' Lien on the Collateral and to carry out the intent of this Agreement, in each case to the same extent as if the Secured Parties were the absolute owner of the Collateral for all purposes.

This power of attorney shall be a power coupled with an interest and shall be irrevocable.

(c) **No Duty on the Secured Parties' Part.** The powers conferred on the Secured Parties by this Section 4 are solely to protect the Secured Parties' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither the Secured Parties nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act pursuant to this Section 4.

5. **Performance by the Secured Parties of the Debtor's Obligations.** If the Debtor fails to perform or comply with any of its representations, warranties, covenants or agreements contained in this Agreement and the Secured Parties perform or comply, or otherwise cause performance or compliance, with such representation, warranty, covenant or agreement in accordance with the terms of this Agreement, then the expenses of the Secured Parties reasonably incurred in connection with such performance or compliance shall be payable by the Debtor to the Secured Parties on demand and shall constitute Obligations, which shall accrue interest at 10% per annum until paid, secured by this Agreement.

6. **Remedies.** If an Event of Default has occurred and is continuing, the Secured Parties may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement relating to the Obligations, all rights and remedies of a Secured Party under the UCC. Without limiting the foregoing, the Secured Parties, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by

law) to or upon the Debtor or any other person (all of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances collect, receive, appropriate and realize upon any or all of the Collateral, and/or may sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the foregoing), in one or more parcels at a public or private sale or sales, at any exchange, broker's board or office of the Secured Parties or elsewhere upon such terms and conditions as the Secured Parties may reasonably deem advisable, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Parties shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase all or any part of the Collateral so sold, free of any right or equity of redemption in the Debtor, which right or equity is hereby waived or released. The Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable expenses incurred therein or in connection with the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Parties under this Agreement (including, without limitation, reasonable attorneys' fees and expenses) to the payment in whole or in part of the Obligations, in such order as the Secured Parties may elect, and only after such application and after the payment by the Secured Parties of any other amount required by any provision of law, need the Secured Parties account for the surplus, if any, to the Debtor. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten days before such sale or other disposition. The Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Secured Parties to collect such deficiency.

7. **Limitation on Duties Regarding Preservation of Collateral.** The Secured Parties' sole duty with respect to the custody, safekeeping and preservation of the Collateral, under Section 9207 of the UCC or otherwise, shall be to deal with it in the same manner as the Secured Parties deals with similar property for its own account. Neither the Secured Parties nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtor or otherwise.

8. **Powers Coupled with an Interest.** All authorizations and agencies contained in this Agreement with respect to the Collateral are irrevocable and are powers coupled with an interest.

9. **No Waiver; Cumulative Remedies.** The Secured Parties shall not by any act (except by a written instrument pursuant to Section 11(a) hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default under the Notes or in any breach of any of the terms and conditions of this Agreement. No failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Parties of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy which the Secured Parties would otherwise have on any subsequent occasion. The rights and remedies provided in this Agreement are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

10. **Termination of Security Interest.** Upon the earlier of (i) payment of the Principal Amount (as defined in each of the Notes) and all accrued and unpaid interest thereon in accordance

with the terms of the Notes, or (ii) conversion of the Notes into preferred shares of the Debtor, in accordance with the terms thereof, the Security Interest granted herein shall immediately terminate and all rights to the Collateral shall revert to the Debtor. Upon any such termination, the Secured Parties shall authenticate and deliver to the Debtor such documents as the Debtor may reasonably request to evidence such termination and for removal of any Lien applied to the Collateral or any part thereof hereunder.

By executing this Agreement, the Secured Parties, constituting the Majority Purchasers (as defined in the Original Agreement), hereby consent to (i) the cancellation of that certain Security Agreement dated as of July 23, 2009, by and among the Debtor and the secured parties named therein (the "**Original Security Agreement**"); and (ii) the termination of all securities granted under the Original Security Agreement; effective upon the perfection of the registration of the Security Interest granted hereunder. The Secured Parties hereby appoint the Debtor and any officer or agent of the Debtor, with full power of substitution, as their attorney-in-fact with full irrevocable power and authority in the place of the Secured Parties and in the name of the Secured Parties or their own name, for the purpose of carrying out the terms of this Section 10, to take, subject to advance written notice to, or the consent of Secured Parties, any appropriate action and to authenticate any instrument which may be reasonably necessary or desirable to accomplish the purposes of this Section 10.

The Secured Parties hereby ratify (solely in the capacity of Secured Parties) whatever actions the Debtor shall lawfully do or cause to be done in accordance with this Section 10. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

11. Miscellaneous.

(a) Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived with the written consent of the Majority Secured Parties and the Debtor. Any amendment or waiver effected in accordance with this Section 11(a) shall be binding upon the parties and their respective successors and assigns.

The term "**Majority Secured Parties**" shall mean Secured Parties holding at least 60% of the aggregate principle amount of Notes which, in any event, include each of: Aviv Ventures (CVCI) II, L.P., Aviv Ventures (Israel) II, L.P., Aviv Ventures (Delaware) II, L.P.

(b) Transfer; Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the Debtor and their successors and assigns, as well as all persons who become bound as a Debtor to this Agreement and inure to the benefit of the Secured Parties and its successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any parties other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) Governing Law. This Agreement, and any dispute arising under or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware as to matters within the scope thereof, except with respect to matters relating to the registration and perfection of the Security Interest in Israel, which shall be governed by and construed in accordance with 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 exclusively in the

competent court located in the District of Tel-Aviv, Israel, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such courts.

(d) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(e) **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(f) **Notices.** All notices or other communications hereunder shall be in writing and shall be given by personal delivery, facsimile, email, overnight courier service, or by registered or certified mail (postage prepaid and return receipt requested) addressed as set forth in the records of the Debtor (or at such other address as a party may designate by notice to the other parties). Notice sent pursuant to or required by this Agreement shall be deemed given (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of telex, email or facsimile transmission, on the date on which the sender receives confirmation by telex, email or facsimile transmission that such notice was received by the addressee, (iii) in the case of overnight air courier, on the next business day following the day sent, with receipt confirmed by the courier; and (iv) in the case of mailing by first class certified or registered mail, postage prepaid, return receipt requested, on the fifth business day following such mailing.

(h) **Payments Free of Taxes, Etc.** All payments made by the Debtor under this Agreement shall be made by the Debtor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings, except for income taxes that may be imposed on the interest or other gains of the Secured Parties under the Purchase Agreement, the Original Agreement, the Notes and this Agreement. In addition, the Debtor shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Agreement. Upon request by the Secured Parties, the Debtor shall furnish evidence satisfactory to the Secured Parties that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(i) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(j) **Entire Agreement.** This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto concerning such subject matter are expressly canceled.

[Signature Pages Follow]

The Debtor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

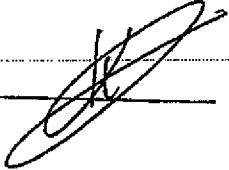
OzVision Global Inc.
By: _____
Name: Avraam Fried
Title: CEO
Address: _____


SECURED PARTIES:

Aviv Ventures (CVCI) II, L.P.
By: _____
Name: _____
Title: _____

Aviv Ventures (Israel) II, L.P.
By: _____
Name: _____
Title: _____

Aviv Ventures (Delaware) II, L.P.
By: _____
Name: _____
Title: _____

Avraam Fried 

C Form Com Ltd.
By: _____
Name: _____
Title: _____ 

Gideon Israel

**SIGNATURE PAGE TO
SECURITY AGREEMENT**

The Debtor and the Secured Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

OzVision Global Inc.

By: _____
Name: Avraam Fried
Title: CEO
Address:

SECURED PARTIES:

Aviv Ventures (CVCI) II, L.P.

By: _____
Name:
Title:

Aviv Ventures (Israel) II, L.P.

By: _____
Name:
Title:

Aviv Ventures (Delaware) II, L.P.

By: _____
Name:
Title:

Avraam Fried

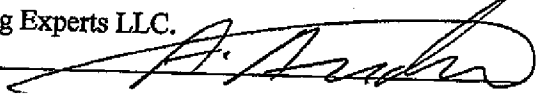
C Form Com Ltd.

By: _____
Name:
Title:

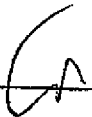
Gideon Israel
Gideon Israel

**SIGNATURE PAGE TO
SECURITY AGREEMENT**


Alan Avidan

Alerting Experts LLC.
By: 
Name:
Title:

Zohar Gilon

• 

Yael Lipman

Robert Wiener

Amos and Daughters Investments and Properties Ltd.
By: _____
Name:
Title:

Kardan Communication Networks Ltd.
By: _____
Name:
Title:

Lapidot, Melchior, Abramovich & Co. Law Offices.
By: _____
Name:
Title:

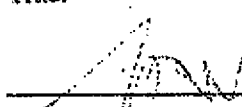
Alan Avidan

Alerting Experts LLC.

By: _____

Name: _____

Title: _____


Zohar Gilon

Yael Lipman

Robert Wiener

Amos and Daughters Investments and Properties Ltd.

By: _____

Name: *ERIM STEINATZKY*

Title: *CEO*

Kardan Communication Networks Ltd.

By: _____

Name: _____

Title: _____

Lapidot, Melchior, Abramovich & Co. Law Offices.

By: _____

Name: _____

Title: _____

Alan Avidan

Alerting Experts LLC.

By: _____

Name:

Title:

Zohar Gilon

Yael Lipman

Robert Wiener

Amos and Daughters Investments and Properties Ltd.

By: _____

Name:

Title:

Kardan Communication Networks Ltd.

By:  _____

Name:

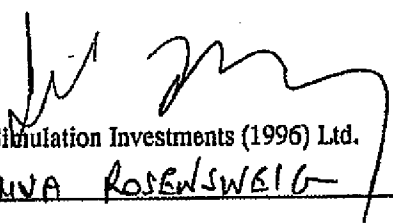
Title:

Lapidot, Melchior, Abramovich & Co. Law Offices.

By: _____

Name:

Title:



Reflection - Simulation Investments (1996) Ltd.

By: JOSHUA ROSENZWEIG

Name:

Title: DIRECTOR.

EXHIBIT I**SECURED PARTIES**

Aviv Ventures (CVCI) II, L.P.
Aviv Ventures (Israel) II, L.P.
Aviv Ventures (Delaware) II, L.P.
Avraam Fried
Gideon Israel
C Form Com Ltd.
Alan Avidan
Alerting Experts LLC
Robert Wiener
Kardan Communication Networks Ltd.
Yael Lipman
Zohar Gilon
Amos and Daughters Investments and Properties Ltd.
Lapidot, Melchior Abramovich & Co.