

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	U.S. Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Infinite Memories Ltd.		06/08/2010	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Kreos Capital III Limited		
Street Address:	47 Esplanade		
City:	St. Helier		
State/Country:	JERSEY		
Postal Code:	JE1 0BD		
Entity Type:	CORPORATION: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77611798	DISCOVERY	
CORRESPONDENCE DATA			
Fax Number:	(617)526-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	110373146		
DOMESTIC REPRESENTATIVE			
Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	60 State Street		
Address Line 2:	Wilmer Cutler Pickering Hale and DorrLLP		

OP \$40.00 77611798

900164595

**TRADEMARK
 REEL: 004224 FRAME: 0604**

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:

Michael J. Bevilacqua

Signature:

/michael.j.bevilacqua/

Date:

06/14/2010

Total Attachments: 5

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated June 8, 2010, is made by (i) Infinite Memories Ltd. (the "Grantor"), a company organized under the laws of the State of Israel, with offices located at 21 Hamelacha Street, Rosh Ha'ain, Israel, 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 June 8, 2010, 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 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 and other governmental authorities 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 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 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"), (ii) the trademarks, service marks, trade names and domain names, including but not limited to the registrations and applications therefor 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 copyrights and registrations and applications therefor 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"). Schedule A shall be deemed to be automatically updated, and the Grantor shall file amendments to Schedule A with the U.S. Patent and Trademark Office, upon the application for or acquisition of any new Patents or Trademarks in the United States and with the United States Copyright Office upon the application for or acquisition of any new registrations for Copyrights, in accordance with the time schedules set forth in section 2.8 to the Loan Agreement.

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 the Loan Agreement and related agreements (the "Secured Obligations").

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. 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 Parties do 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 upon satisfaction in full of the Secured Obligations. Promptly, upon termination, Kreos shall execute all documents necessary to remove the security interest granted thereto by Grantor hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

INFINITE MEMORIES
LTD
Company #
824091015

INFINITE MEMORIES LTD.

By:

R Langer

Name:

Ramy Langer

Title:

CEO

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.

INFINITE MEMORIES LTD.

By:

Name:

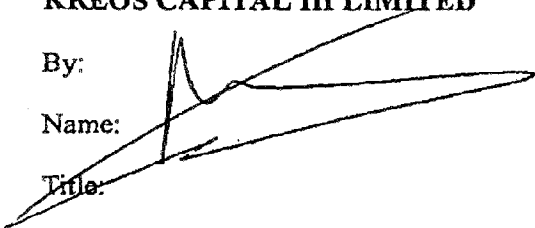
Title:

KREOS CAPITAL III LIMITED

By:

Name:

Title:



SCHEDULE A
Patents

Issued Patents

None.

List of Patent Applications:

<u>Patent Application #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Title</u>
USA 12/208,003	10-9-2008	Infinite Memories Ltd.	METHOD FOR USING OTP STORAGE DEVICES
USA 12/207,946	10-9-2008	Infinite Memories Ltd.	NON-VOLATILE DUAL MEMORY DIE FOR DATA STORAGE DEVICES
USA 12/330,116	8-12-2008	Infinite Memories Ltd.	CONTINUES ADRESS SPACE IN NON-VOLATILE (NVM) USING EFFICIENT EMBEDDED MANAGEMENT OF ARRAY DEFICIENCIES
USA 12/419,837	7-4-2009	Infinite Memories Ltd.	CONTINUES ADRESS SPACE IN NON-VOLATILE (NVM) USING EFFICIENT EMBEDDED MANAGEMENT OF ARRAY DEFICIENCIES (CIP)
PCT/IB2010/050564	10-2-2010 (claiming priority from provisional from Jun. 8 and Feb. 24, 2009)	Infinite Memories Ltd.	A CIRCUIT, SYSTEM, DEVICE AND METHOD OF AUTHENTICATING A COMMUNICATION SESSION AND ENCRYPTING DATA THEREOF
USA 12/505,491	19-7-2009	Infinite Memories Ltd.	A METHOD CIRCUIT AND SYSTEM FOR OPERATING AN ARRAY OF NONVOLATILE MEMORY CELLS AND A CORRESPONDING NON-VOLATILE MEMORY DEVICE
USA 12/720,687	10-3-2010	Infinite Memories Ltd.	METHOD OF HANDLING REFERENCE CELLS IN NVM ARRAYS

Trademarks

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Mark</u>
U.S. No. 77/611,798 (accepted but not registered yet, exp date 6/2010)	11-11-2008	Infinite Memories Ltd.	DISCOVERY

List of Trademark Applications:

None

Domain Names:

Infinite-memories.comInfinitememory.com

Copyrights

None