

TO: SCOTT SISUN COMPANY: 2 WALL STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1



SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECtel Inc.		10/31/2010	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	PLENUS II, LIMITED PARTNERSHIP
Street Address:	18 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP: /Citizenship: Israel

Name:	PLENUS II (D.C.M.), LIMITED PARTNERSHIP
Street Address:	18 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	Limited Partnership: /Citizenship: Israel

Name:	PLENUS III, LIMITED PARTNERSHIP
Street Address:	18 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	Limited Partnership: /Citizenship: Israel

Name:	PLENUS III (D.C.M.), LIMITED PARTNERSHIP
Street Address:	18 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	Limited Partnership: /Citizenship: Israel

Name:	PLENUS III (2), LIMITED PARTNERSHIP
Street Address:	18 Abba Eben Blvd.

CH \$40.00 2012746

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City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	Limited Partnership: /Citizenship: Israel

Name:	PLENUS III (C.I.), L.P.
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	Limited Partnership: /Citizenship: Cayman Islands

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2012746	QUALIVIEW

CORRESPONDENCE DATA

Fax Number: (212)732-3232
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: slsun@clm.com
 Correspondent Name: Scott Sisun
 Address Line 1: 2 Wall Street
 Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: CVI01 001

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Scott Sisun

Signature: /scottsisun/

Date: 01/31/2011

Total Attachments: 9
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TO: SCOTT SISUN COMPANY: 2 WALL STREET

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of this 31st day of October, 2010, is made by ECTel Inc., a Maryland corporation (the "Grantor"), with an address at 3 Sapir St., Herzliya, Israel, in favor of the entities identified in the signature page below, with offices located at 16 Abba Eben Blvd., Herzliya Pituach, Israel (collectively, "Plenus"), all of which shall be represented exclusively hereunder by Plenus Management (2004) Ltd. and Plenus Management III 2007 Ltd. (collectively, "Plenus Management").

The Grantor's parent company eVidya Networks Ltd. (the "Company") and Plenus have entered into that certain Loan and Credit Agreement (the "Loan and Credit Agreement"; capitalized terms used herein and not otherwise defined used herein shall have the meanings ascribed to them in the Loan and Credit Agreement) dated January 7th, 2010; and

The Company and Plenus have entered into those certain Credit Agreements dated October 23, 2006 and March 12, 2009 and their ancillary documents (collectively the "Prior Credit Agreements"); and

Under the terms hereof, and pursuant to Company's undertakings under the Loan and Credit Agreement, Plenus desires to obtain and the Grantor desires to grant Plenus security for all of the Obligations (as hereinafter defined).

NOW, THEREFORE, the Grantor and Plenus, intending to be legally bound, hereby agree as follows:

I. Definitions.

(a) "**Collateral**" shall include all personal property of the Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts; (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents; (vi) chattel paper; (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) commercial tort claims, if any; (xii) letter of credit rights; (xiii) general intangibles of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulas, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xiv) all property of the Grantor now or hereafter in Plenus' possession or in transit to or from, or under the custody or control of, Plenus or any affiliate thereof; (xv) all cash and cash equivalents thereof; and (xvi) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to one or more Riders to Security Agreement that may be delivered in connection herewith after the date hereof, including the Rider to Security Agreement - Copyrights, the Rider to Security Agreement - Patents, the Rider to Security Agreement - Trademarks and the Rider to Security Agreement - Cash Collateral Account.

(b) "**Obligations**" shall include all loans, advances, debts, liabilities, obligations, covenants and duties owing to Plenus pursuant to the Prior Credit Agreements or the Loan and Credit Agreement, as applicable, of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of

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money and (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all reasonable costs and expenses of Plenus incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including attorneys' fees and expenses.

(c) "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State whose law governs pursuant to the Section of this Agreement entitled "Governing Law and Jurisdiction." Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC. To the extent the definition of any category or type of collateral is modified by any amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision.

2. Grant of Security Interest. To secure the Obligations, the Grantor (inter alia, as debtor), hereby assigns and grants to Plenus, as secured party, a continuing lien on and security interest in the Collateral.

3. Change in Name or Locations. The Grantor hereby agrees that if the location of the Collateral changes from the locations listed on Exhibit A hereto and made part hereof, or if the Grantor changes its name, its type of organization, its state of organization or establishes a name in which it may do business that is not listed as a tradename on Exhibit A hereto, the Grantor will immediately notify Plenus in writing of the additions or changes.

4. Representations and Warranties. Without derogating from any of the Grantor's representations under the Prior Credit Agreements or the Loan and Credit Agreement, the Grantor represents, warrants and covenants to Plenus that: (a) all information, including its type of organization, jurisdiction of organization and chief executive office are as set forth on Exhibit A hereto and are true and correct on the date hereof; (b) the Grantor has good, marketable and indefeasible title to the Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of Plenus created by this Agreement; (c) except as herein provided, the Grantor will not hereafter without Plenus' prior written consent sell, pledge, encumber, assign or otherwise dispose of any of the Collateral or permit any right of setoff, lien or security interest to exist thereon except to Plenus or in the ordinary course of business, all subject to the provisions of the Loan and Credit Agreement or the Prior Credit Agreements, as applicable; (d) the Grantor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, as it deems appropriate in its reasonable judgment; and (e) each account and general intangible, if included in the definition of Collateral, is genuine and unforgeable in accordance with its terms and the Grantor will defend the same against all claims, demands and counterclaims at any time asserted.

Grantor represents that as of the date hereof (i) it has no subsidiaries; and (ii) no intellectual property or applications thereto is registered under its name.

5. Grantor's Covenants. The Grantor covenants that it shall:

(a) from time to time and at all reasonable times allow Plenus, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral. At any time upon an Event of Acceleration (as defined in the Loan and Credit Agreement or Prior Credit Agreements, as applicable), the Grantor agrees that Plenus has the right to notify (on invoices or otherwise) account debtors and other obligors or payors on any Collateral of its assignment to Plenus, and that all payments thereon should be made directly to Plenus, and that Plenus has full power and authority to collect, compromise, endorse, sell or otherwise deal with the Collateral in its own name or that of the Grantor at any time upon an Event of Acceleration;

(b) keep the Collateral in good order and repair at all times, subject to normal wear and tear, and immediately notify Plenus of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation;

(c) only use or permit the Collateral to be used in accordance with all applicable federal, state, county and municipal laws and regulations; and

(d) have and maintain at all times insurance with reputable insurance companies which is customary for a company of the size, the stage of development and the industry in which the Grantor operates; but in any event with reputable insurers and at least at the same extent and scope as the policies in effect on the Closing Date.

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6. Negative Pledge; No Transfer. Without derogating from the provisions of the Loan and Credit Agreement, the Prior Credit Agreements, or any other Transaction Agreement and unless expressly permitted hereunder, the Grantor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral (except for sales of inventory and other tangible assets, collections of accounts and other transactions in the Grantor's ordinary course of business), will not allow any third party to gain control of all or any part of the Collateral, and will not use any portion thereof in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.

7. Covenants for Accounts.

(a) The Grantor will, on Pienus' reasonable demand, make notations on its books and records showing Pienus' security interest.

(b) At any time after the occurrence of an Event of Acceleration, and without notice to the Grantor, Pienus may direct any persons who are indebted to the Grantor on any Collateral consisting of accounts or general intangibles to make payment directly to Pienus of the amounts due. Pienus is authorized to collect, compromise, endorse and sell any such Collateral in its own name or in the Grantor's name and to give receipts to such account debtors for any such payments and the account debtors will be protected in making such payments to Pienus.

8. Further Assurances.

The Grantor hereby will execute and promptly file one or more financing, continuation or amendment statements pursuant to the UCC in form satisfactory to Pienus, and will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by Pienus to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by Pienus, the Grantor will execute all documentation necessary for obtaining and maintaining perfection of Pienus' security interests in the Collateral. It is hereby acknowledged that Grantor shall file one or more financing statements necessary or desirable in order to perfect, preserve and protect Pienus' security interests with the applicable governmental agencies at or prior to the Closing of the Loan and Credit Agreement.

The Grantor confirms that as of the date hereof, neither it nor any of its subsidiaries has filed any applications for the registration of intellectual property (including, but not limited to, trademarks and patents) or has any registered intellectual property which is not described in Exhibit A attached hereto. The Grantor shall be required to promptly inform Pienus in writing of its (or any of its subsidiaries') intent to file for registration of intellectual property rights in the US.

At Pienus' request, the Grantor will (and, to the extent applicable, will cause its subsidiaries to) execute, in form satisfactory to Pienus, a Rider to Security Agreement - Copyrights (if any Collateral consists of registered or unregistered copyrights), a Rider to Security Agreement - Patents (if any Collateral consists of patents or patent applications), a Rider to Security Agreement - Trademarks (if any Collateral consists of trademarks, tradenames, tradestyles or trademark applications) for recording with the U.S. Patent and Trademark Office, the U.S. Copyright Office and other governmental authorities. All such filings and recordings shall be made by the Grantor prior to the registration of any intellectual property right and all expenses related thereto shall be borne by the Grantor.

If any Collateral consists of letter of credit rights, electronic chattel paper, deposit accounts or supporting obligations not maintained with Pienus or one of its affiliates, or any securities entitlement, securities account, commodities account, commodities contract or other investment property, then at Pienus' request the Grantor will execute, and will cause the depository institution or securities intermediary upon whose books and records the ownership interest of the Grantor in such Collateral appears, to execute such Pledge Agreements, Notification and Control Agreements or other agreements as Pienus deems necessary in order to perfect, prioritize and protect its security interest in such Collateral, in each case in a form satisfactory to Pienus.

9. Events of Acceleration. Sections 3 of the Prior Credit Agreements and the Loan and Credit Agreement are incorporated herein by reference, as applicable.

The Grantor will not, through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the

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terms to be observed or performed hereunder by the Grantor, but will at all times in good faith assist in the carrying out of all the provisions of this Agreement and in the taking of all such action as may be necessary or appropriate in order to protect the rights of Plenus against impairment.

10. Remedies. Without derogating from the provisions of the Prior Credit Agreements and Loan and Credit Agreement, Plenus may, following the declaration of any or all Obligations secured hereby immediately due and payable under any of the Prior Credit Agreements or Loan and Credit Agreement, as applicable, have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. Plenus' remedies include, but are not limited to, the right to (a) peaceably by its own means or with judicial assistance enter the Grantor's premises and take possession of the Collateral without prior notice to the Grantor or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral on the Grantor's premises, (d) require the Grantor to assemble the Collateral and make it available to Plenus at a place designated by Plenus, and (e) notify the United States Postal Service to send the Grantor's mail to Plenus. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Plenus will give the Grantor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Grantor at least ten (10) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for disposition, disposing, or the like shall include Plenus' reasonable attorneys' fees and legal expenses, incurred or expended by Plenus to enforce any payment due it under this Agreement either as against the Grantor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged hereunder. The Grantor waives all relief from all appraisal or exemption laws now in force or hereafter enacted.

11. Power of Attorney. The Grantor does hereby make, constitute and appoint any officer or agent of Plenus as the Grantor's true and lawful attorney-in-fact (provided, however, that such appointment shall only be effective upon and during the continuation of an Event of Acceleration as defined in the Loan and Credit Agreement, or any of the Prior Credit Agreements, as applicable), with power to (a) endorse the name of the Grantor or any of the Grantor's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into Plenus' possession in full or part payment of any Obligations; (b) sue for, compromise, settle and release all claims and disputes with respect to, the Collateral; and (c) sign, for the Grantor, such documentation required by the UCC, or supplemental intellectual property security agreements; granting to the Grantor's said attorney full power to do any and all things necessary to be done in and about the premises as fully and effectually as the Grantor might or could do. The Grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest, and is irrevocable.

12. Payment of Expenses. Without derogating from the provisions contained herein, the Grantor shall pay, upon demand, all reasonable costs, charges and expenses (including attorney's fees), incurred by Plenus in enforcing its rights and remedies hereunder. Such costs, charges and expenses shall be recoverable from Plenus as part of the Obligations.

13. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree. Without limiting the foregoing, first-class mail and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

14. Preservation of Rights. No delay or omission on Plenus' part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will Plenus' action or inaction impair any such right or power. Plenus' rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which Plenus may have under other agreements, at law or in equity.

15. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

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16. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Grantor from, any provision of this Agreement will be effective unless made in a writing signed by Plenus, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor will entitle the Grantor to any other or further notice or demand in the same, similar or other circumstance.

17. Entire Agreement. This Agreement (including the documents and instruments referred to herein) together with the Prior Credit Agreements, Loan and Credit Agreement and the agreements ancillary thereto constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

18. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

19. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Grantor and Plenus and their respective heirs, executors, administrators, successors and assigns. Except as otherwise expressly stated to the contrary herein, each of the parties hereto shall not assign or transfer any of its rights or obligations hereunder absent the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, but subject to the following sentence, Plenus may assign or transfer its rights and obligations under this Agreement to any of the Permitted Transferees (as such term is defined in the Loan and Credit Agreement) without having to obtain the Grantor's consent. The transfer of rights and obligations by Plenus to a Permitted Transferee shall be contingent upon the Permitted Transferee undertaking in writing to assume all obligations of Plenus under the Prior Credit Agreements or Loan and Credit Agreement (as applicable) and this Agreement. All of the foregoing provisions of this Section 19 shall apply, *mutatis mutandis*, to the transfer of rights and obligations by a Permitted Transferee.

20. Interpretation. In this Agreement, unless Plenus and the Grantor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with US GAAP. If this Agreement is executed by more than one Grantor, the obligations of such persons or entities will be joint and several.

21. Indemnity. The Grantor agrees to indemnify Plenus, each legal entity, if any, who controls Plenus and each of their respective directors, officers and employees (the "Indemnified Parties") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Grantor), in connection with or arising out of or relating to the matters referred to in this Agreement or the Obligations, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Grantor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement, payment of the Obligations and assignment of any rights hereunder. The Grantor may participate at its expense in the defense of any such claim. Notwithstanding

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anything to the contrary, in no event shall such indemnification obligation under this Section 21, exceed an amount equal to the proceeds received by the Grantor under the Prior Credit Agreements and Loan and Credit Agreement.

22. Government Law and Jurisdiction. This Agreement has been delivered to and accepted by Plenus and will be deemed to be made in the State of Delaware. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF PLENUS IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN. The Grantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in any county or judicial district in the State of Delaware; provided that nothing contained in this Agreement will prevent Plenus from bringing any action, enforcing any award or judgment or exercising any rights against the Grantor individually, against any security or against any property of the Grantor within any other county, state or other foreign or domestic jurisdiction. Plenus and the Grantor agree that the venue provided above is the most convenient forum for both Plenus and the Grantor. The Grantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

23. WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND PLENUS IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE GRANTOR AND PLENUS ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

24. Authority to Act. The parties hereto acknowledge that Plenus Management has the authority to take any and all actions on behalf of Plenus in connection with this Agreement and the Collateral, including, but not limited to, exercising all rights and remedies of Plenus hereunder.

25. Termination of Security Interests. Upon the indefeasible payment in full of the Obligations, the security interests granted hereby shall immediately terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination, Plenus shall, at the Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

(remainder of page intentionally left blank)

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The Grantor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

Attest:

ECtel Inc.

Name:
Title:

By:

[Signature]
Name: ALAN ROINSEY
Title: PRESIDENT & CEO

Witness/Attest:

R.S.L.
PLENUS II, LIMITED PARTNERSHIP

Name:
Title:

By:

[Signature]
Name:
Title:

Witness/Attest:

R.S.L.
PLENUS II (D.C.M.), LIMITED PARTNERSHIP

Name:
Title:

By:

[Signature]
Name:
Title:

Witness/Attest:

R.S.L.
PLENUS III, LIMITED PARTNERSHIP

Name:
Title:

By:

[Signature]
Name:
Title:

Witness/Attest:

R.S.L.
PLENUS III (D.C.M.), LIMITED PARTNERSHIP

Name:
Title:

By:

[Signature]
Name:
Title:

TO: SCOTT SISUN COMPANY: 2 WALL STREET

Witness/Attest:

R. Singh
PLENUS III (Z), LIMITED PARTNERSHIP

Name: _____
Title:

By: *Keith Gabe...*
Name: _____
Title:

Witness/Attest:

R. Gabe
PLENUS III (C.L), L.P.

Name: _____
Title:

By: *Keith Gabe...*
Name: _____
Title:

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**EXHIBIT A
TO SECURITY AGREEMENT**

1. Grantor's form of organization (i.e., corporation, partnership, limited liability company):
corporation.
2. Grantor's State of organization, if a registered organization (i.e., corporation, limited partnership or limited liability company): Maryland.
3. Grantor's principal residence, if a natural person or general partnership: 8211 W. Broward Blvd. Suite 460, Plantation, FL 33324, USA
4. Address of Grantor's chief executive office, including the County: 3 Sapir St., Ampa Bldg., POB 12003, Herzliya 46733, Israel
5. Grantor's EIN, if not a natural person: 52-1330674
6. Grantor's organizational ID# (if any exists):
7. Address for books and records, if different:
8. Addresses of other Collateral locations, including Counties, for the past five (5) years:
9. Name and address of landlord or owner if location is not owned by the Grantor:
10. Other names or tradenames now or formerly used by the Grantor:
11. List of all existing Commercial Tort Claims (by case title with court and brief description of claim):
12. List of registered intellectual property and applications for the registration of intellectual property:
13. Description of holdings in subsidiaries and other corporate entities (name of entity, type of security and number of securities held):