

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
Celltick Technologies Ltd.		09/10/2008	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Kreos Capital II Limited		
Street Address:	47 Esplanade		
City:	St Helier		
State/Country:	JERSEY		
Postal Code:	JE1 0BD		
Entity Type:	COMPANY: JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85421910	LIVESCREEN	
CORRESPONDENCE DATA			
Fax Number:	(646)878-0801		
Phone:	646-878-0800		
Email:	tm-uspto@pczlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jacqueline Zion		
Address Line 1:	1500 Broadway, 12th FL		
Address Line 2:	Pearl Cohen Zedek Latzer LLP		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	T-6760-US		
DOMESTIC REPRESENTATIVE			
Name:	Jacqueline Zion		
Address Line 1:	1500 Broadway, 12th Fl		

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Address Line 2: Pearl Cohen Zedek Latzer LLP
Address Line 4: New York, NEW JERSEY 10036

NAME OF SUBMITTER:	Jacqueline Zion
Signature:	/JZ/
Date:	12/08/2011

Total Attachments: 5
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated August __, 2008, is made by and between (i) Celltick Technologies Ltd (the "Grantor"), a corporation organized under the laws of the State of Israel, with registered offices at 32 Maskit St., Herzliya, 46733 Israel, and (ii) Kreos Capital II Limited ("Kreos"), a company incorporated in Jersey under registered number 87844 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD.

WHEREAS, Kreos, Celltick Technologies Inc., a parent company of the Grantor and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated August __, 2008 (the "Loan Agreement"), to which a Debenture - Floating Charge (the "Debenture - Floating Charge") and a Debenture - Fixed Charge (the "Debenture - Fixed Charge") and a Deed of Assignment ("Deed of Assignment"), in each case executed by the Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge, the Debenture - Fixed Charge and Deed of Assignment (collectively, the "Charge Agreements"), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents"), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the "Trademarks") , and (iii) all copyrights and registrations and applications therefore set forth in Schedule A (the "Copyrights"), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the "Collateral"). Schedule A shall be updated pursuant to the provisions of Section 2.8(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

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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 and/or Celtick Technologies Inc. to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (the "Secured Obligations").

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

Section 4. Reserved.

Section 5. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

Section 7. Intentionally omitted.

Section 8. 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 9. 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. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

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SCHEDULE A

Patents

Issued Patents

Patent #	Issue Date	Owned By	Title
7,039,423	May 2, 2006	Celtick Technologies Ltd	Method for Operating a Cellular Telecommunications Network, and Method for Operating a Personal Cellular Telecommunications Device
7,096,644	Aug. 22, 2006	Celtick Technologies Ltd	Consolidated Point-To-Multipoint (PTMP) Broadcast Messages for Displaying Display Messages on Cellular Phones

List of Patent Applications:

Patent Application #	Filing Date	Owned By	Title
10/467,913	Feb 19, 2002	Celtick Technologies Ltd	Internet Session Initiation on Personal Cellular Telecommunications Devices, and Customization Protocol Therefor
11/389,630	March 22, 2006	Celtick Technologies Ltd	Method for Operating a Cellular Telecommunications Network, and Method for Operating a Personal Cellular Telecommunications Device
11/449,788	Jan 5, 2007	Celtick Technologies Ltd	Mobile Cellular Telecommunications Infrastructure Based Multi-User Applications
11/798,571	May 15, 2007	Celtick Technologies Ltd	Method for Operating a Cellular Telecommunications Network, and Method for Operating a Personal Cellular Telecommunications Device
11/798,372	May 15, 2007	Celtick Technologies Ltd	Method for Operating a Cellular Telecommunications Network, and Method for Operating a Personal Cellular Telecommunications Device
12/223,806	Aug. 11, 2008	Celtick Technologies Ltd	Content Personalization on Personal Cellular Telecommunications Devices

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Trademarks

Registration #	Registration Date	Owned By	Mark

Updated List of Trademark Applications:

Serial #	Filing Date	Owned By	Mark
85421910	September 13, 2011	Celtrick Technologies Ltd	LIVESCREEN

Domain Names:

Domain Names

celtrick.com

celtrick.com

livescreen.eu

celtrick.eu

celtrick.eu

celtrick.biz

celtrick.com

celtrick.com

celtrick.com

livescreen.com

celtrick.com