

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
Clarizen Ltd.		03/05/2012	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Plenus Management (2004) Ltd.		
Street Address:	12 Abba Eben Blvd		
City:	Herzelia Pituach		
State/Country:	ISRAEL		
Postal Code:	46725		
Entity Type:	CORPORATION: ISRAEL		
Name:	Plenus Management III 2007 Ltd.		
Street Address:	12 Abba Eben Blvd		
City:	Herzelia Pituach		
State/Country:	ISRAEL		
Entity Type:	CORPORATION: ISRAEL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3641672	CLARIZEN	
CORRESPONDENCE DATA			
Fax Number:	(408)992-1842		
Phone:	408 992 1842		
Email:	seffi@kaminitzlaw.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:	Seffi Kaminitz		
Address Line 1:	855 Brookline Dr		
Address Line 2:	D		
Address Line 4:	Sunnyvale, CALIFORNIA 94085		

OP \$40.00 3641672

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	seffi kaminitz
Signature:	/seffi kaminitz attorney/
Date:	03/05/2012

Total Attachments: 6

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated February __, 2012, is made by (i) **Clarizen Ltd.** (the “**Grantor**”), a company organized under the laws of the State of Israel (Company No. 51-372042-5), with offices located at 4 Hacharash St., Hod Hasharon 45240, P.O. Box 7330, Israel, and (ii) and the entities identified in the signature page below, with offices located at 12 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**”).

WHEREAS, Grantor and Plenus have entered into that certain Financing Agreement dated February __, 2012 (the “**Financing Agreement**”), to which a Floating Charge Agreement (the “**Floating Charge Agreement**”) and a Fixed Charge Agreement (the “**Fixed Charge Agreement**”), executed by the Grantor and Plenus, were attached as exhibits; and

WHEREAS, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of Plenus and under the Fixed Charge Agreement a fixed charge on the intellectual property of Grantor for the benefit of Plenus, and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required) 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:

1. **General.** The Preamble to this Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Financing Agreement.
2. **Grant of Security.** Subject to, and without derogating from, the provisions of the Floating Charge Agreement and the Fixed Charge Agreement (collectively, the “**Charge Agreements**”), Grantor hereby grant to Plenus a security interest in and to all of such Grantor’s right, title and interest (as set forth in the Charge Agreements) and to the following (the “**Collateral**”):
 - 2.1. all current and future United States patents and pending applications therefore owned by the Grantor, including but not limited to the patents and patent 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**”);
 - 2.2. all current and future United States trademarks and service marks and pending applications thereof owned by the Grantor, including but not limited to the trademarks and service marks and trademarks and service marks 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 “**Trademarks**”);
 - 2.3. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right,

but not the obligation, to sue for and collect, or otherwise recover, such damages; and

2.4. any and all proceeds of the foregoing.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred now or hereafter existing under or in respect of the Transaction Agreements or otherwise from the Grantor or any of its affiliates.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Financing Agreement and the Charge Agreements. The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, Plenus with respect to the Collateral are more fully set forth in the Financing Agreement and/or the Charge Agreements, as applicable and in the event of any contradiction between this IP Security Agreement and the Financing Agreement or the Charge Agreements, the provisions of the Financing Agreement or the Charge Agreements (as the case may be) will prevail.

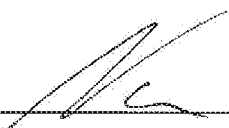
Section 7. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement, other than matters related to the internal affairs of Plenus, 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[Signature page to Follow]

[Signature page to IP Security Agreement]

IN WITNESS WHEREOF, Grantor and Plenus 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.



Clarizen Ltd.

By: _____

Title _____

Plenus II, Limited Partnership

and

Plenus II (D.C.M), Limited Partnership

By: PLENUS MANAGEMENT (2004)
LTD.

By: _____

Title _____

Plenus III, Limited Partnership

and

Plenus III (D.C.M), Limited Partnership

and

Plenus III (2), Limited Partnership

and

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007
LTD.

By: _____

Title _____

[Signature page to IP Security Agreement]

IN WITNESS WHEREOF, Grantor and Plenus 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.

Clarizen Ltd.

By: _____

Title _____

Plenus II, Limited Partnership

and

Plenus II (D.C.M), Limited Partnership

By: PLENUS MANAGEMENT (2004) LTD.

By: R. Singh

Title _____

Plenus III, Limited Partnership

and

Plenus III (D.C.M), Limited Partnership

and

Plenus III (2), Limited Partnership

and

Plenus III (C.D), L.P

By: PLENUS MANAGEMENT III 2007 LTD.

By: R. Singh

Title _____

SCHEDULE A

Patents and Patent Applications



Clarizen Patents.pdf

Trademarks and Trademark Applications



clarizen TradeNames
+ Domains.pdf

Clarizen Ltd. - Trademarks

Case Ref: 1717230

Title: CLARIZEN

Local classes: 42

Country: USA

Case Status: Registered

Application No. : 77/069074

Application Date: 21/12/2006

Registration No.: 3641672

Registration Date: 23/06/2009

Next Renewal date: 23/06/2019