

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.		11/29/2012	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	Kreos Capital IV (Expert Fund) Limited		
Street Address:	47 Esplanade		
City:	St. Helier		
State/Country:	JERSEY		
Entity Type:	CORPORATION: JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85421910	LIVESCREEN	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-570-1000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	128557-216398		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 85421910

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Ryan E. Thomas

Signature:

/Ryan E. Thomas/

Date:

01/15/2013

Total Attachments: 7

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated November 29, 2012, 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 IV (Expert Fund) 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 November 29, 2012 (the “**Loan Agreement**”), to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”) and an 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 3.8(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.

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 Celltick 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 (as defined in the Charge Agreements) (the “**Secured Obligations**”).

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

Section 4. 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 5. 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 6. 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 7. 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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Execution Copy

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.

CELLTICK TECHNOLOGIES LTD.

By: RONEN DADIEL / SHLOMI HIRSHI

Name: _____
Title: _____
KREOS CAPITAL IV (EXPERT FUND)
LIMITED

By: _____
Name: _____
Title: _____

SCHEDULE A



USPTO Recordations of Security Agreement in favor of Kreos Capital II Ltd

November 12, 2012

Patents:

PCZL Ref.	Family Name	US Patent Application No.	US Patent Application Publication No.	US Patent No.	Reel/Frame of Recordation of Security Agreement
P-74015-US	Idle Screen	09/980,114	2003/0013439 16 January 2003 No Assignee	7,039,423 2 May 2006 Assignee Celltick	021523/0277 12 Sept 2008
P-74015-US1	Idle Screen	11/385,650	2006/0160578 20 July 2006 Assignee Celltick	Abandoned	021523/0277 12 Sept 2008
P-74015-US2	Idle Screen	11/798,572	2007/0218865 20 September 2007 Assignee Celltick	8,170,587 1 May 2012 Assignee Celltick	021523/0277 12 Sept 2008
P-74015-US3	Idle Screen	11/798,571	2007/0218882 20 September 2007 Assignee Celltick	8,150,426 3 Apr 2012 Assignee Celltick	021523/0277 12 Sept 2008
P-74015-US4	Idle Screen	12/461,849		Abandoned	024783/0949 26 Aug 2009
P-74015-US5	Idle Screen	12/982,686	2011/0098091 April 28, 2011 No Assignee	Pending	026499/0496 24 June 2011
P-73999-US	Wap & Customization	10/467,913	2004/0078427 22 April 2004 No Assignee	7,860,951 28 Dec 2010 Assignee Celltick	021523/0277 12 Sept 2008
P-73999-US1	WAP only	12/969,515	2011/0099484 April 28, 2011	Pending	025993/0737 17 March 2011



			No Assignee		
No PCZL file	Multi-User Applications	10/475,806	2004/0157628 12 August 2004 No Assignee	Abandoned	Abandoned before Kreos Security Agreement
P-74055-US	Multi-User Applications	11/649,788	2007/0123246 31 May 2007 Assignee Celltick	7,801,541 21 Sep 2010 Assignee Celltick	021523/0277 12 Sept 2008
P-74016-US	Macromessage	10/485,733	2004/0248620 9 December 2004 No Assignee	7,096,044 22 August 2006 Assignee Celltick	021523/0277 12 Sept 2008
P-74019-US	Personalized Content	12/223,806	2010/0016025 21 January 2010 No Assignee	8,121,651 21 Feb 2012 Assignee Celltick	021523/0277 12 Sept 2008
P-74023-US	RSS	12/227,973	2009/0163189 25 June 2009 No Assignee	8,204,488 19 June 2012 Assignee Celltick	022168/0747 21 Jan 2009
P-74024-US	CENS	12/227,978	2010/0003945 7 January 2010 Assignee Celltick	Abandoned	022168/0747 21 Jan 2009
P-74043-US	MAP	12/448,254	2010/0081462 1 April 2010 No Assignee	8,213,972 3 July 2012 Assignee Celltick	024396/0955 17 May 2010
P-74056-US	Mobile advertising (ADM)	12/448,211	2010/0312643 09 December 2010 Assignee Celltick	8,219,153 10 July 2012 Assignee Celltick	024396/0955 17 May 2010
P-74056-US1	Mobile advertising (ADM)	13/530,350	2012/0258695 11 October 2012 No Assignee	8,285,337 9 October 2012 Assignee Celltick	028931/0164 10 September 2012



P-74044-US	User Activity Tracking	12/452,903	2010/0130196 27 May 2010 Assignee Celltick	8,200,202 12 June 2012 Assignee Celltick	025560/0235 19 Nov 2010
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Trademarks:

PCZL Ref.	Family Name	US Trademark Application No.	US TM No.	Reel/Frame of Recordation of Security Agreement
T-6760-US	LIVESCREEN	85/421,910	None	4674/0762 8 Dec 2011