

## 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
	Pontis, Inc.		02/11/2013	COMPANY: DELAWARE
	Pontis, Ltd.		02/11/2013	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	
	Registration Number:	3495964	PONTIS	
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:				

OP \$40.00 3495964

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Ryan E. Thomas

Signature:

/Ryan E. Thomas/

Date:

02/21/2013

**Total Attachments: 5**

source=Pontis IP Security Agreement#page1.tif

source=Pontis IP Security Agreement#page2.tif

source=Pontis IP Security Agreement#page3.tif

source=Pontis IP Security Agreement#page4.tif

source=Pontis IP Security Agreement#page5.tif

## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated February 11, 2013, is made by and between (i) **Pontis Inc.**, a company registered in Delaware whose registered office is at 1313 Market St., Suite 5100, City of Wilmington, County of New Castle, DE 19801 (“**Pontis Inc.**”), **Pontis Ltd.**, a corporation organized under the laws of the State of Israel, with registered offices at 13 Zarchin Street, Ra'anana 43662, Israel (“**Pontis Ltd.**”); Pontis, Inc. and Pontis Ltd. are referred to herein individually and collectively, jointly and severally, as the “**Grantors**”, 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.

WHEREAS, Kreos and the Grantors, have entered into that certain Agreement for the Provision of a Loan Facility dated February 11, 2013 (the “**Loan Agreement**”), to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”), in each case executed by Pontis Ltd. and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, Pontis Ltd. has agreed, among other things, to grant a first priority floating charge over the intellectual property of Pontis Ltd. to Kreos and under the Debenture - Fixed Charge, Pontis Ltd. has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Pontis Ltd. to Kreos, and each of the Grantors 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, Grantors agree 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**”), each of the Grantors 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 Grantors or which shall be owned in the future by the Grantors (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 Grantors, and the Grantors 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 the Grantors 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 Grantors 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. Each of the Grantors 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 Grantors 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. Each of the Grantors 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 Grantors hereunder and take any action reasonably necessary to remove the security interest granted by Grantors hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantors 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.

PONTIS INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PONTIS LTD.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KREOS CAPITAL IV (EXPERT FUND)  
LIMITED

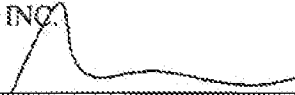
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantors 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.

PONTIS INC.

By:  \_\_\_\_\_ *pm*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PONTIS LTD.

By:  \_\_\_\_\_ *km*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KREOS CAPITAL IV (EXPERT FUND)  
LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**

**Intellectual Property**

1. Pontis Ltd. - Provisional Patent applications:

<i>Docket</i>	<i>Country</i>	<i>status</i>	<i>Provisional</i>	<i>App. number</i>	<i>title</i>	<i>Inventors</i>	<i>dates</i>	<i>Law firm</i>	<i>Law docket</i>
PNT-010	US	Prov.	61/468092	13/429776	A Method for Binary Persistence in a System Providing Offers to Subscribers	Atzmon Hen-Tov. Eli Acherkan	Prov. 28/3/11, filed 26/3/12	MW	PONT 3464

2. Trademarks owned by Pontis Inc.:

<i>Mark</i>	<i>File/Country</i>	<i>Registration Date</i>	<i>Registration number</i>	<i>Status</i>
PONTIS	T-3432-09-US - United States	September 6, 2008	3495964	Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is September 2, 2014

3. Domains owned by Pontis Ltd.:

Pontis.com

4. Copyrights owned by Pontis Ltd.:

Software Pontis Marketing Delivery Platform (MDP); Pontis Segment of One (SOO).