

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OpTier Ltd.		10/28/2010	COMPANY: ISRAEL

RECEIVING PARTY DATA

Name:	Plenus II
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	JOHNSTON ATOLL
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Plenus II (D.C.M)
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Pnelus III
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Plenus III (D.C.M)
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Plenus III (2)
Street Address:	16 Abba Eben Blvd.

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City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

Name:	Plenus III (C.I)
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Entity Type:	LIMITED PARTNERSHIP: ISRAEL

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3152485	OPTIER
Registration Number:	3218410	COREFIRST
Registration Number:	3130290	PUTTING FIRST THINGS FIRST

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (202) 625-3562

Email: bjwmtteam@kattenlaw.com

Correspondent Name: Brian J. Winterfeldt

Address Line 1: 2900 K Street NW, North Tower Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20007

ATTORNEY DOCKET NUMBER:	384066.00006/7/8
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Brian J. Winterfeldt
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Signature:	/Brian J. Winterfeldt/
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Date:	09/27/2013
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Total Attachments: 3

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TRADEMARK
REEL: 005118 FRAME: 0902

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Amendment to Intellectual Property Security Agreement

This Amendment (the "**Amendment**") to the IP Security Agreement (as defined below) is entered into as of October 28, 2010 by and among (i) OpTier Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, (Company No. 513422337) with offices located at 14 Abba Hillel Silver Rd., Ramat-Gan 52506, Israel and (ii) Plenus II L.P., Plenus II (D.C.M), Limited Partnership, Plenus III L.P., Plenus III(2) Limited Partnership, Plenus (CI) III, Limited Partnership and Plenus III (D.C.M), Limited Partnership, (collectively, the "**Lenders**"), with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel.

WITNESSETH

WHEREAS, on August 3, 2008, the Grantor and the Lenders entered into that certain Intellectual Property Security Agreement (the "**IP Security Agreement**"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the IP Security Agreement.

WHEREAS, in order to induce the Lenders to enter into that certain Loan Agreement dated October 28, 2010 by and among the Grantor, OpTier Inc. (the Parent company of the Grantor) and the Lenders (the "**Loan Agreement**"), the parties are willing to amend the terms of the IP Security Agreement as further set forth herein below.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Any reference in the IP Security Agreement to the "Credit Agreement" shall be deemed to refer to the Loan Agreement, as amended or supplemented from time to time.
2. Other than as specifically set forth herein, the IP Security Agreement shall remain in full force and effect with no changes.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

OPTIER LTD.

By: _____
Name: _____
Title: _____

R. Singh

Plenus II, Limited Partnership
By: PLENUS MANAGEMENT (2004) LTD.
By: _____
Name: _____
Title: _____

R. Singh

Plenus II (D.C.M), Limited Partnership
By: PLENUS MANAGEMENT (2004) LTD.
By: _____
Name: _____
Title: _____

R. Singh

Plenus III, Limited Partnership
By: PLENUS MANAGEMENT III 2007 LTD.
By: _____
Name: _____
Title: _____

R. Singh

Plenus III (D.C.M), Limited Partnership
By: PLENUS MANAGEMENT III 2007 LTD.
By: _____
Name: _____
Title: _____

R. Singh

Plenus III (2), Limited Partnership
By: PLENUS MANAGEMENT III 2007 LTD.
By: _____

R. Singh

Plenus III (C.I), L.P
By: PLENUS MANAGEMENT III 2007 LTD.
By: _____

A TRUE COPY OF THE ORIGINAL
METAR LIQUORNIK SIVA LESHEM TAL
Law Offices

Name: _____
Title: _____

Name: _____
Title: _____