

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OpTier Ltd.		08/15/2013	COMPANY: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plenus II		
<b>Street Address:</b>	16 Abba Eben Blvd.,		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Plenus II (D.C.M)		
<b>Street Address:</b>	16 Abba Eben Blvd.		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Plenus III		
<b>Street Address:</b>	16 Abba Eben Blvd.		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Plenus III (D.C.M.)		
<b>Street Address:</b>	16 Abba Eben Blvd.		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL		
<b>Name:</b>	Plenus III (2)		
<b>Street Address:</b>	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: 0946**

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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 August 15, 2013 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 agreement as amended from time to time, "**IP Security Agreement**"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the IP Security Agreement.

**WHEREAS**, on October 28, 2010, the Lenders, the Grantor and OpTier Inc. (the Parent company of the Grantor (the "**Parent**")) have entered into a Loan Agreement (the agreement as amended from time to time, the "**Loan Agreement**").

**WHEREAS**, in order to induce the Lenders to enter into that new Loan Agreement dated August 15, 2013 by and among the Grantor, the Parent and the Lenders (the "**New 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 Loan Agreement shall be deemed to refer to the Loan Agreement and the New Loan Agreement, in each case 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: \_\_\_\_\_

\_\_\_\_\_  
**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 Amendment to IP Security Agreement]

A TRUE COPY OF THE ORIGINAL  
MEITAR LICHOVNIK, SENI LESNEM TAL

*[Handwritten Signature]*

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

OPTIER LTD.

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

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

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 Amendment to IP Security Agreement]

A TRUE COPY OF THE ORIGINAL  
METAR LIQUORNIK SIVA LESHEM TAL

*Law Offices*