

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314420

|   |  |                         |                    |
|---|--|-------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |                         |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                      |                         |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                         |                    |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b>   | <b>Entity Type</b> |
| FLASH NETWORKS LTD.   |  | 08/12/2014              | COMPANY: ISRAEL    |
| <b>RECEIVING PARTY DATA</b>   |  |                         |                    |
| <b>Name:</b>  | KREOS CAPITAL IV (EXPERT FUND) LIMITED |                         |                    |
| <b>Street Address:</b>  | 47 ESPLANADE                           |                         |                    |
| <b>City:</b>  | ST HELIER                              |                         |                    |
| <b>State/Country:</b>   | JERSEY                                 |                         |                    |
| <b>Entity Type:</b>   | COMPANY: JERSEY                        |                         |                    |
| <b>Name:</b>  | MIZRAHI TEFAHOT BANK, LTD.             |                         |                    |
| <b>Street Address:</b>  | 7 JABOTINSKY STREET                    |                         |                    |
| <b>City:</b>  | RAMAT GAN                              |                         |                    |
| <b>State/Country:</b>   | ISRAEL                                 |                         |                    |
| <b>Entity Type:</b>   | COMPANY: ISRAEL                        |                         |                    |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                         |                    |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>        |                    |
| <b>Registration Number:</b>   | 3606715                                | DREAM. LAUNCH. DELIVER. |                    |
| <b>Registration Number:</b>   | 3606716                                | DESIGN&GO               |                    |
| <b>Registration Number:</b>   | 3419845                                | UNWIRED LIFESTYLE       |                    |
| <b>Registration Number:</b>   | 3367410                                | 7.24 SOLUTIONS          |                    |
| <b>Registration Number:</b>   | 4369143                                | MOBIXELL EVO            |                    |
| <b>Serial Number:</b>   | 85211626                               | MOBIXELL                |                    |
| <b>Serial Number:</b>   | 85893816                               | SMOOTH DBRA             |                    |
| <b>Serial Number:</b>   | 85893833                               | TCP BOOST               |                    |
| <b>Serial Number:</b>   | 77781246                               | MOBIXELL VIDEON         |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                         |                    |
| <b>Fax Number:</b>  |  |                         |                    |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                         |                    |
| <b>Email:</b>   | Aaron.Lewin@jmbdavis.com               |                         |                    |
| <b>Correspondent Name:</b>  | JMB DAVIS BEN-DAVID                    |                         |                    |
| <b>Address Line 1:</b>  | 8 HARTOM STREET                        |                         |                    |
| <b>TRADEMARK</b>  |  |                         |                    |

OP \$240.00 3606715

**Address Line 2:** PO BOX 45087  
**Address Line 4:** JERUSALEM, ITALY

**ATTORNEY DOCKET NUMBER:** 96088/2.996

**NAME OF SUBMITTER:** Aaron Lewin

**SIGNATURE:** /Aaron Lewin/

**DATE SIGNED:** 08/19/2014

**Total Attachments: 6**

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## SECOND U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Second IP Security Agreement**”) dated August 12, 2014, is made by and between (i) Flash Networks Ltd., a company incorporated in Israel under registered number 512223975 whose registered office is at 7 Sapir Street, Herzeliya, Israel (“**Grantor**”), (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; and (iii) and Mizrahi Tefahot Bank, Ltd., a company incorporated in Israel under registered number 520000522 whose registered office is at 7 Jabotinsky St., Ramat Gan, Israel (“**Bank Mizrahi**”). Kreos and Bank Mizrahi are each a “**Lender**” and, collectively, the “**Lenders**”, which expression shall include their respective successors and assigns.

WHEREAS, Lenders and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated June 10, 2014 (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 the Grantor and the Lenders, are attached as exhibits; and

WHEREAS, the Grantor and Bank Mizrahi have previously entered into the Bank Mizrahi Agreements (as defined in the Loan Agreement); and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a first priority (subject to the Permitted Security Interests as such term is defined in the Loan Agreement) floating charge over the intellectual property of Grantor to Lenders, and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a first priority (subject to the Permitted Security Interests) fixed charge over certain specific intellectual property of Grantor to Lenders, 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 IP Security Agreements for recording with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of this Second IP Security Agreement; and

WHEREAS, the Grantor and the Lenders have entered into a U.S. Intellectual Property Security Agreement made by the parties on June 10, 2014 (the “**First IP Security Agreement**”) for recording with the U.S. Patent and Trademark Office the Lenders' security interest on the Grantor's Intellectual Property listed in the exhibit attached thereto; and

WHEREAS, the Grantor and the Lenders desire to enter into this Second IP Security Agreement, for recording with the U.S. Patent and Trademark Office the Lenders' security interest on the additional Grantor's Intellectual Property listed in Schedule A attached hereto.

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, in addition to the First IP Security Agreement, as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the “**Charge Agreements**”), and without derogating from any security interest granted under the First IP Security Agreement and in addition thereto, Grantor hereby grants to Lenders 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 (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 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor and/or the application for, or acquisition of, any new Copyrights (whether registered or not), 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 Lenders under the First IP Security Agreement and under this Second IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantor to either Lender, now or hereafter existing under or in respect of the Loan Agreement, the Bank Mizrahi Agreements, and the Charge Agreements, or under any other future financing arrangement between the Company and each of the Creditors (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 Second IP Security Agreement.

Section 4. Right to Request Information. Lenders shall have the right to request, once every six (6) calendar months, 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 Second 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, Lenders 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 Second 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 Second IP Security 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 Second IP Security 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. This Section 6 is for the benefit of the Creditors only. As a result, the Creditors shall not be prevented from taking proceedings relating to the Collateral in any other courts with jurisdiction.

Section 7. Termination. This Second IP Security Agreement and the security interest granted hereunder to Lenders shall terminate and be of no force with respect to each Lender upon satisfaction in full of the Secured Obligations of Grantor to such Lender. Upon termination of this Second IP Security Agreement and the security interest granted to each Lender hereunder, such Lender shall execute all documents necessary to remove the security interest granted to such Lender by Grantor hereunder and take any action 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and each Lender have caused this Second IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FLASH NETWORKS LTD.  
FLASH NETWORKS LTD.

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

Name: ALBERTO BASSA

Title: SFO

KREOS CAPITAL IV (EXPERT FUND) LIMITED

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

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

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

MIZRAHI TEFAHOT BANK, LTD.

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

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

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

[SIGNATURE PAGE OF SECOND US IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor and each Lender have caused this Second IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FLASH NETWORKS LTD.

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

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

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

KREOS CAPITAL IV (EXPERT FUND) LIMITED

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

Name: KAOL STEIN

Title: DIRECTOR

MIZRAHI TEFAHOT BANK, LTD.

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

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

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

[SIGNATURE PAGE OF SECOND US IP SECURITY AGREEMENT]

**SCHEDULE A**

1. Patent and patent applications

| <b>Docket</b> | <b>Country</b> | <b>Status</b> | <b>Application /Patent ID</b> | <b>Title</b>  | <b>inventors</b>   | <b>Patent holder</b> | <b>Dates</b> |
|---------------|----------------|---------------|-------------------------------|---|--|----------------------|--------------|
| FN-03-Con-US  | U.S.           | Pending       | US13/612776                   | System and method to accelerate client/server interactions using predictive requests        | Michael Orr; Boaz Av-Ron;<br><br>Udi Segall; Yair Shapira; Zvi Peled; Yoav Weiss; Ariel Shulman Amnon Siev | Flash Networks Ltd.  | 21-2-2001    |
| FN-09-Con     | U.S.           | Approved      | <u>US8176183</u>              | System and a method for accelerating communication of tcp/ip based content                  | Assaf Bar-Yaacov, Sharon Aviran  | Flash Networks Ltd.  | 6-2-2004     |
| FN-23-Con-US  | U.S.           | Pending       | 13/728864                     | Method and system for inserting data in a web page that is transmitted to a handheld device | Yoram Zahavi<br>Yoav Weiss<br>Adi Belan<br>Evgeny Gorokhovskiy   | Flash Networks Ltd.  | 17-12-2009   |

2. Trademarks and trademarks applications

| <b>Mark</b>            | <b>File /Country</b> | <b>Registration Date</b> | <b>Registration Number / Serial Number</b> | <b>Status</b> |
|------------------------|----------------------|--------------------------|--|---------------|
| Dream. Launch. Deliver | USA                  | 14-4-2009                | 3606715                                    | Registered    |
| Design&Go              | USA                  | 14-4-2009                | 3606716                                    | Registered    |

|  |     |                      |              |                                |
|--|-----|----------------------|--------------|--------------------------------|
| MOBIXELL                                 | USA | Filed at 1-6-2011    | S/N 85211626 | Review Completed               |
| UNWIRED LIFESTYLE                        | USA | 29-4-2008            | 3419845      | Active<br>Valid till 29/4/2018 |
| 724 SOLUTIONS AND DESIGN (ARROWS DESIGN) | USA | 15-1-2008            | 3367410      | Active<br>Valid till 15/1/2018 |
| MOBIXELL EVO                             | USA | 16-07-2013           | 4369143      | Registered                     |
| SMOOTH DBRA                              | USA | Allowed on 25-3-2014 | 85893816     | Allowed                        |
| TCP Boost                                | USA | Filed at 3-4-201.    | 85893833     | Under Examination              |
| MOBIXELL VIDEON                          | USA | 7-6-2011             | S/N 77781246 | Active                         |

3. URLs & Web domains

4. Software and products of the company (including software and products which are still in development).

5. Description of the Company's know how.