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4-14-03 RECORDATION TRADE

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DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Alchemedia Ltd.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Company - Israel

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/18/02

2. Name and address of receiving party(ies)

Name: Finjan Software, Ltd. Internal Address: Citco Building, Giborai

Street Address: Israel Street

City: South Netanya ISRAEL State Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Company - Israel

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/926,420 76/329,451 75/659,214

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael E. Sobel, Esq.

Internal Address: Squire, Sanders & Dempsey L.L.P.

Street Address: 600 Hansen Way

City: Palo Alto State: CA Zip: 94304-1043

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

07-1850

OFFICE OF PUBLIC RECORDS 2003 APR 14 AM 4: 26 FINANCE SECTION

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9. Signature.

Michael E. Sobel, Esq. Name of Person Signing

Signature

04/08/03 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC: 1521 40.00 CH 02 FC: 1522 50.00 CH

TRADEMARK REEL: 002712 FRAME: 0905

Term Sheet

Seller Alchemedia Ltd., an Israeli company and its parent and affiliates (the "Company")

Purchaser Finjan Software Ltd., or any affiliate designated by Finjan Software Ltd. (the "Purchaser")

Assets Offered At the closing of the transaction, the Company shall transfer and assign to the Purchaser, all right, title and interest in all tangible and intangible assets, properties and rights, which are owned, used or held for use by the Company or any of its subsidiaries (the "Assets"), including without limitation: (i) intellectual property rights, including patents (pending and issued), inventions (patentable or not), trademarks, copyrights, inventors rights, service marks, trade names, trade secrets, goodwill, ideas, concepts, information, proprietary rights, processes, know how and technology in any form whatsoever, domain names and web addresses, source code, binary code, libraries, development tools, debugging tools (such as streets test tools etc), disk images, backups, documentation, blueprints, computer discs, computer tapes, literature, business plans, design documents, marketing require documents, professional services and support documents, white papers, customer lists, market research and any other technical, marketing or business related material; (ii) tangible properties, including the following: computers and computer supplies, laptops, servers, switches, Telephone system and phone devices, Hubs, communication closet, cables, equipment, machinery, office material and supplies, furniture inventories of any kind and nature, etc.; (iii) at the election of Purchaser, on a case by case basis - generic development software licenses (such as MSDN, operating systems, MS Office, Firewall, testing software, CRM software, etc.), effective written or oral agreements, contracts, commitments and other instruments and arrangements to which the Company is a party (including all contracts between the Company and its customers), and accounts, contract rights, royalties, license rights and other forms of obligations owing to the Company, including such arising out of the sale or lease of goods, the licensing of technology or the rendering of services; *except, however, those explicitly excluded in Schedule 'A' hereto (Excluded Assets).* None of the Excluded Assets are part of the Mirage product of the Company, or the IP thereof. It is emphasized that certain assets and liabilities may be excluded from the list of purchased Assets, if so determined by Purchaser.

Notwithstanding the foregoing, upon the signature of this Term Sheet, all tangible Assets shall be delivered to the Purchaser for its use, for no additional consideration. The ownership of such tangible Assets shall be assigned to the Purchaser upon closing of the transaction.

The Company represents, on its behalf and on behalf of its subsidiaries, to the Purchaser that: (i) it is free to transfer and assign the Assets to the Purchaser, for the Consideration set below, pursuant to the terms hereof, and that such transfer and assignment shall not result in any breach of the terms of the Articles of Association of the Company, any agreement by which the Company or Assets are bound, or any applicable law, permit, or order of any court or governmental entity; (ii) there are no pending or threatened actions, suits, claims or other proceedings (either legal or administrative), filed or authorized by the Company, and there are no pending or, to the best of the Company's knowledge, threatened, actions, suits, claims, investigations, or other proceedings (either legal or administrative), nor any court or arbitration judgment, against the Company, its business or Assets; (iii) the Company has not proposed a compromise or arrangement to its creditors generally, has not had any petition or receiving order in bankruptcy filed against it, has not made a voluntary assignment in bankruptcy, has not taken any proceeding with respect to a compromise or arrangement, has not taken any proceeding to have itself declared bankrupt or wound-up, has not taken any proceeding to have a receiver appointed with respect to any part of its assets, has not had any execution or distress become enforceable or become levied upon any of its property or, to Company's knowledge, had any petition for a receiving order in bankruptcy made against it; and (iv) the capitalization table of the Company attached as Schedule B hereto, truly reflects the share capital of the Company as of the date hereof, on an as converted fully diluted basis, including all shares, securities exercisable into shares and rights to acquire the same.

Consideration

As a full consideration for the Assets, Purchaser shall pay to the Company (the "Consideration"):

- (1) 50% of the gross revenue of the one time initial payment generated by the sale of Mirage to Aramco (through Malco)
- (2) 9% of the gross revenue booked by the Purchaser through its commercialization of the Assets - in any and all forms - for a period of 24 months from the Effective Date.

The Consideration shall be payable at the end of each calendar quarter with respect to that quarter. Gross revenues shall be deemed the gross revenues generated and booked by Purchaser, net of distributor or reseller fees, freight, discounts and returns.

The Consideration shall be put in escrow, as a guarantee for the full and successful assignment of Assets and to secure the representations and warranties provided by the Company hereunder and under the definitive agreement contemplated hereunder.

Liabilities Assumed

Purchaser shall not assume any liabilities of the Company.

Accounts Receivables

It is agreed that all accounts receivable of the Company, with respect to the Assets, outstanding at the Effective Date, shall not be assigned to the Purchaser. The Company shall not issue any additional invoices with respect of the Assets following the Effective Date.

- Name Change** The Company shall not conduct its business under the name "Alchemedia", or under the trade names or trade marks included in the Assets, as of the Effective Date. In addition, no later than within 90 days of completing the transaction the Company and its affiliates shall change their name so that it shall not include the word "Alchemedia". The definitive agreement shall include customary provisions regarding the conduct of business following signing, including absence of use by the Company of its trade marks and names.
- IP Assignments** Without derogating from the generality of the section captioned "Assets Offered" above, at the closing of the transaction the Company, or any employee of the Company, as applicable, will assign all intellectual property rights, inventors right, ownership, patents (issued and pending) etc. to the Purchaser. The Company will do any required and possible effort to complete the ownership transfer and to achieve any signature or document that is required for such transfer. At the closing the Company will deliver such documents with the necessary signatures.
- Effective Date** The Effective Date shall be the closing of the transaction contemplated under this Term Sheet. The parties anticipate that a definitive agreement shall be executed no later than December 31, 2002, and that the closing shall occur on the same date. The conditions to closing shall include assignment of all Assets, written consents of all required third parties and governmental entities, resolutions of the directors and shareholders of the Company and the board of directors of the Purchaser approving the transaction, and other customary conditions.
- The parties agree that in the event a definitive agreement is not executed between the Parties on or before December 31, 2002, then this Term Sheet shall be construed as a binding agreement between the Parties. In such event, if closing of the transaction does not occur on or before January 10, 2003, the Purchaser shall have the right to terminate this Term Sheet by written notice to the Company.
- Confidentiality** The terms and conditions described herein, including its existence shall be confidential information and shall not be disclosed to any third party.
- In addition, the Company undertakes to maintain in strict confidence, and not to use for any purpose whatsoever, all information transferred or assigned by it to the Purchaser.
- Non-competes** The Company undertakes that it and its personnel will not, directly or indirectly, engage in, or provide services to, any business or venture that is engaged in any activities which are, or are likely to become, competitive with the Purchaser's business, including, without limitation, any business in which the Purchaser shall engage while utilizing the Assets.
- Expenses:** Each party will bear its own legal fees and expenses.

Governing Law:

This Term Sheet is governed by and construed in accordance with the laws of the State of Israel. The competent courts of the Tel-Aviv district shall have exclusive jurisdiction in any dispute between the Parties regarding or related to this Term Sheet.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 18th day of December, 2002.

Alchemedia Ltd.

Finjan

By: *A Goldman*

By: *[Signature]*

Name: Andrew Goldman

Name: Shlomo Toubof

Title: ~~Partner~~

Title: CEO

REPRESENTATIVE
OF ALCHEMEDIA HOLDINGS
INC

Schedule 'A'**1. Entities:**

Any subsidiaries, including but not limited to Alchemedia Technologies Inc.; however, all Assets owned, used or held for use by such subsidiaries shall be assigned to the Purchaser.

2. "Venice" project material:

The Company developed a platform for content-commercialization code-named "Venice". Venice shares no IP with Alchemedia's security products (Mirage and etc.), and deals exclusively with multi-tiered referral networks and the peer-to-peer distribution of content for commercialization purpose only. Absence of transfer of the "Venice" IP shall not interrupt or prevent in any way the use of Assets by the Purchaser. The following IP – which is exclusive to Venice and is not part of, nor used or required to be used in combination with, the other Company IP assets – are Excluded Assets:

- a. **Patent:**
 - "Method and System for Content Commercialization", US Patent Application Pending.
- b. **Software Code:**
 1. Tag Server code
 2. Script Servlet
 3. Image Servlet
- c. **Models:**
 1. Visual Basic model of Venice, including source code, developed by Dr. Igor Stuganof.
 2. Excel Spreadsheet models of Venice, developed by Dr. Igor Stuganof.
 3. Venice documents designing, describing, and defining the prototypes, including business analysis, information analysis.
- d. **Prototype:**
 1. The Venice html/JavaScript prototype.
- e. **Brands:**
 1. "Every Image is a Store" Trademark.
- f. **Contracts and Business Relations:**
 1. Venice beta agreement with Corbis.
 2. All contacts related to and/or developed for Venice, including but not limited to Corbis, Getty, and Digimarc.
- g. **Domain Names:**
 1. cSafe.com
- h. **Venice Plans, Presentations and Other Documents:**
 1. Business plans related to and/or developed for Venice.
 2. Presentations, internal and external, related to Venice.
 3. All product definition documents, including MRDs and related documents, related to and/or developed for Venice.
 4. All marketing plans related to and/or developed for Venice.
 5. All Non Disclosure Agreements with people and companies related to Venice.

Schedule 'B'

100% of the shares of the Company are held by Alchemedia Holdings Incorporated.