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
Followap, Inc.		08/16/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Plenus II Limited Partnership
Street Address:	Delta House, 16 Hagalim Avenue
City:	Herzeliya
State/Country:	ISRAEL
Postal Code:	46725
Entity Type:	LIMITED PARTNERSHIP:

Name:	Plenus II (D.C.M.) Limited Partnership
Street Address:	Delta House, 16 hagalim Avenue
City:	Herzeliya
State/Country:	ISRAEL
Postal Code:	46725
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78858786	BRINGING PRESENCE TO LIFE
Serial Number:	78869284	IMSC

CORRESPONDENCE DATA

Fax Number: (412)281-0717

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 412-454-5000

Email: docketingpgh@pepperlaw.com

Correspondent Name: James M. Singer
Address Line 1: Pepper Hamilton LLP

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Address Line 2: 500 Grant Street Address Line 4: Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	120259.47	
DOMESTIC REPRESENTATIVE		
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:		
NAME OF SUBMITTER:	James M. Singer 45,111	
Signature:	/JMS/	
Date:	08/31/2006	
Total Attachments: 7 source=agree001#page1.tif source=agree001#page2.tif source=agree001#page3.tif source=agree001#page4.tif source=agree001#page5.tif source=agree001#page6.tif		

source=agree001#page7.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated August 16, 2006, is made by Followap, Inc., a company organized under the laws of Delaware and having an address at 3750 24th Street San Francisco, CA 94114 ("Grantor"), in favor of Plenus II Limited Partnership, having an address of Delta House, 16 Hagalim Avenue, Herzeliya, Israel 46725 and Plenus II (D.C.M.), Limited Partnership, having an address of Delta House, 16 Hagalim Avenue, Herzeliya, Israel 46725 (collectively, "Secured Parties").

WHEREAS, Grantor, the Grantor's Israeli subsidiary and Secured Parties have entered into that certain Credit Agreement dated as of the date hereof ("Credit Agreement"), pursuant to which the Grantor's Israeli subsidiary entered into a Floating Charge Agreement with the Secured Parties (the "Floating Charge Agreement") and the Grantor entered into a Security Interest Agreement with the Secured Parties (the "Security Agreement").

WHEREAS, under the terms of the Credit Agreement and the Security Agreement, Grantor has granted a security interest in, among other property, the intellectual property of Grantor to the Secured Parties, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, and other governmental authorities.

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 as follows:

Section 1. Grant of Security. Grantor hereby grants to Secured Parties a security interest in and to all right, title and interest to the Intellectual Property currently owned by the Grantor and any of its subsidiaries or which shall be owned in the future by the Grantor or any of its subsidiaries (the "Collateral"). For purposes of this IP Security Agreement, "Intellectual Property" and "Intellectual Property Rights" shall include, without limitation: (i) the patents and applications listed in Schedule A hereto and any rights thereunder and all continuations, continuations-in-part, reissues, reexaminations, registrations, and renewals in connection therewith; (ii) the trademarks and service marks listed in Schedule B hereto, together with all translations, adaptations, derivations, and combinations thereof, and all registrations, and renewals in connection therewith; and (iii) all registered and unregistered copyrights, and all copies, derivative works and tangible embodiments thereof, or any part thereof, in whatever form or medium. Grantor shall promptly file amendments to Schedule A and/or Schedule B, as applicable, with the U.S. Patent and Trademark Office, upon the application or registration of any new patents or trademarks and service marks in the United States.

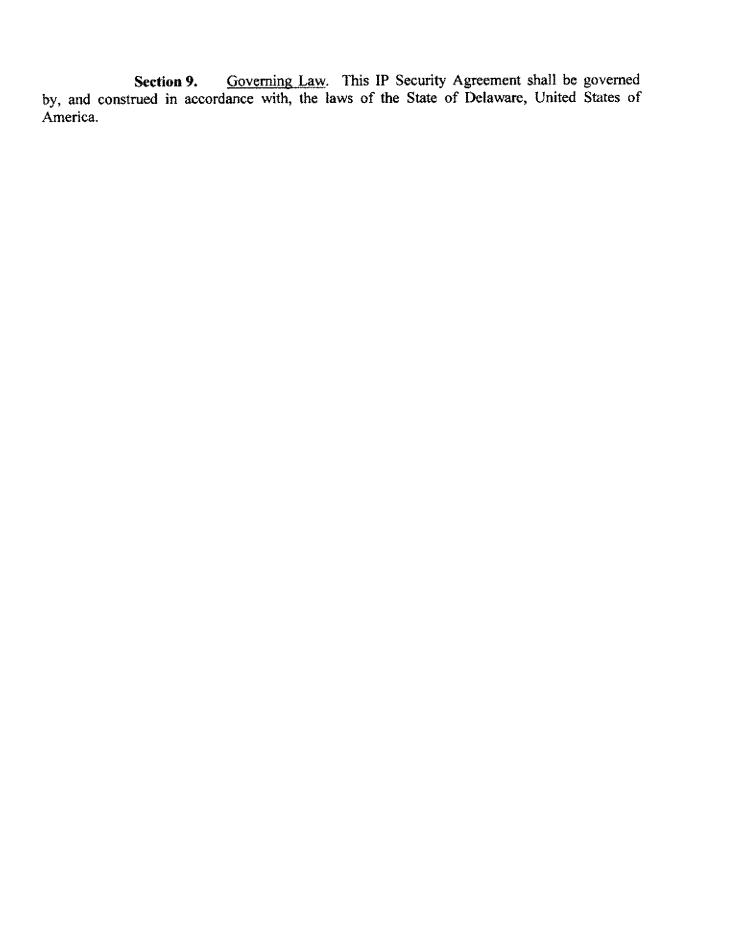
Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures, along with such other collateral as may be recited in the Credit Agreement the payment of all money and liabilities owed or incurred by Grantor now or hereafter existing under or in respect of the Credit Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement

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obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

- Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.
- Section 4. <u>Power of Attorney</u>. In the event that Secured Parties are permitted to receive Collateral under the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party power of attorney to inspect, take all necessary or desired action, and prosecute any patents, trademarks, copyrights or applications for any of the foregoing that may be included in the Collateral.
- Section 5. Right to Request Information. In addition to the inspection rights granted to Secured Party under the Credit Agreement or the Security Agreement, Secured Party shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedules A and B are updated. Such information may include any and all applications (without schedules, attachments and exhibits) and patents that are registered or other application and registrations related to the registered Intellectual Property of the Grantor or any of its current and future subsidiaries. Secured Party acknowledges that the information referred to above may include Grantor's trade secrets or any other proprietary non-public information whose disclosure might harm Grantor, and accordingly agrees that the various non-disclosure undertaking which apply to it under the Credit Agreement shall also refer to such information. Without derogating from the foregoing, the Secured Party undertakes to maintain such information as confidential unless and until (i) disclosure is require by law, or (ii) Secured Party takes ownership of the Collateral.
- Section 6. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Section 7. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Agreements. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In case of any discrepancies between the Credit Agreement and this IP Security Agreement, the provisions of the Credit Agreement shall prevail.
- Section 8. <u>Termination</u>. This IP Security Agreement and the security interest granted hereunder to the Secured Parties shall terminate and be of no force and effect upon payment by Grantor to Secured Parties of all amounts extended to Grantor by Secured Parties under and in accordance with the terms of the Credit Agreement. Upon such payment, Secured Parties shall execute all documents necessary to remove the security interest granted thereto by Grantor hereunder.

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TRADEMARK REEL: 003382 FRAME: 0111 IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FOLLOWAP, INC.

	And the state of t
	By
***************************************	-Name:
	Title:
	PLENUS II LIMITED PARTNERSHIP
	Ву:
	Name:
	Title:
	PLENUS II (D.C.M.), LIMITED PARTNERSHIP
	By:

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

FOLLOWAP, INC.

PLENUS II LIMITED PARTNERSHIP

By:
Name: Moti weice
Title: Managing Parter

PLENUS II (D.C.M.), LIMITED PARTNERSHIP

By: Namo: moti weise
Title: Managing Onther

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SCHEDULE A

PATENTS

US patent Application

"Multimedia Instant Communication System and Method" -

Assignee: Followap Inc.

US Serial No.: 10/284,481

US Filing Date: October 31, 2002

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SCHEDULE B

TRADEMARKS

Trademarks Applications

- I. "Bringing Presence to Life" EU
- II. "Bringing Presence to Life" USA, Application No. 78/858,786.
- III. "IMSC" EU, Application No. 5045539
- IV. "IMSC" USA, Application No. 78/869,284

WL: #193028 v1 (44XW01!.DOC)

RECORDED: 08/31/2006

TRADEMARK REEL: 003382 FRAME: 0115