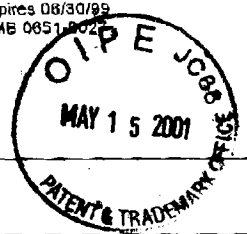


FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

05-23-2001

06027
U.S. Department of Commerce
Patent and Trademark Office
PATENT



101726173

RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New MRD
515-01

Resubmission (Non-Recordation)
 Document ID#

Correction of PTO Error
 Reel # Frame #

Corrective Document
 Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
 (For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name **LOE**

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to take approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data need to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1619B

Expires 06/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office

PATENT

Correspondent Name and Address

Area Code and Telephone Number

(703) 486-0600

Name **Eitan, Pearl, Latzer & Cohen-Zedek**

Address (line 1) **One Crystal Park, Suite 210, 2011 Crystal Drive**

Address (line 2) **Arlington, VA 22202-3709**

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09/744,199

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

05-0649

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark S. Cohen

Name of Person Signing

Signature

May 15, 2001

Date

FORM PTO-1619A
Expires 06/30/98
OMB 0651-0027

RECORDATION FORM COVER SHEET

CONTINUATION PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)		Execution Date Month Day Year
Name (line 2)		Execution Date Month Day Year
Name (line 1)		
Name (line 2)		Execution Date Month Day Year
Name (line 1)		
Name (line 2)		

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)	A. Heifetz Technologies Ltd.		<input checked="" type="checkbox"/>	If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)				
Address (line 1)	22 Kanfey Nesharim Street			
Address (line 2)				
Address (line 3)	Jerusalem <small>City</small>	Israel <small>State/Country</small>	95464 <small>Zip Code</small>	
Name (line 1)	Kessef Nihul Tiqim Ltd.		<input checked="" type="checkbox"/>	If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)	for and on behalf of its' client Nimrod Fund Ltd. of Tortola, British Virgin Islands			
Address (line 1)	6 Hama'alot Street			
Address (line 2)				
Address (line 3)	Jerusalem <small>City</small>	Israel <small>State/Country</small>	 <small>Zip Code</small>	

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

EXECUTION COPY**SECURITY AGREEMENT**

This **SECURITY AGREEMENT**, dated as of May 1, 2001 between **GOAL – Gas & Oil Associates Ltd.**, a company organized under the laws of the State of Israel with registered offices at 11 Efroni, Kfar Vradim, Israel 25147 ("**Goal**" or the "**Debtor**"), and **Paradigm Geophysical Limited**, a public company, registered in Israel, and trading on NASDAQ and the TASE, with its Head Office at Gav Yam 3, Shenkar 9, Herzlia Israel, 46120 ("**Paradigm**"), **A. Heifetz Technologies Ltd.**, a company organized under the laws of the State of Israel, with its Head Office at 22 Kanfey Nesharim, Jerusalem, 95464 ("**Heifetz**"), **Kessef Nihul Tiqim Ltd.**, a company organized under the laws of the State of Israel, with an office at 6 Hama'alot Street Jerusalem, Israel, for and on behalf of its client Nimrod Fund Ltd. of Tortola, British Virgin Islands ("**Kessef**" and together with **Paradigm** and **Heifetz**, collectively the "**Secured Parties**" and each a "**Secured Party**").

WHEREAS Debtor and the Secured Parties are parties to that certain Convertible Bridge Loan Agreement dated as of May 1, , 2001 (the "**Loan Agreement**") and certain other loan and security documents entered into in connection therewith (collectively, the "**Loan Documents**"); and

WHEREAS in order to induce the Secured Parties to enter into the Loan Agreement, Debtor has agreed to assign to the Secured Parties all of the Debtor's intangible property for purposes of securing the obligations of Debtor to the Secured Parties under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Security Interest.** As collateral security for the prompt and complete payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities of every kind and character owed to Secured Parties, including without limitation the obligations under the Loan Agreement (the "**Obligations**"), Debtor hereby assigns, transfers, hypothecates, conveys and grants a security interest, mortgage, charge, first priority perfected lien, and pledge, to the Secured Parties, as security, Debtor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "**Collateral**"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, proprietary information, customer lists, manufacturing techniques, formulas, know-how, product formulations, and any and all intellectual property rights in computer software and computer software products, now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Debtor now or hereafter

existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, all trade names, trade styles, designs, and the like, and all elements of package or trade dress of goods, now or hereafter existing, created, acquired or held, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE DEBTOR'S OBLIGATIONS TO SECURED PARTIES.

2. Authorization and Request. Debtor authorizes and requests that the Register/Commissioner of Copyrights and the Registrar/Commissioner of Patents and Trademarks, in each and every relevant jurisdiction, record this conditional assignment.

3. Debtor's Covenants and Warranties.

The Debtor represents, warrants, covenants and agrees as follows:

(a) The Debtor has full power to execute, deliver and perform this Agreement and to create and make the Obligations. No consent or approval of any entity is required as a condition to the validity of this Agreement or any other document pertaining to the Obligations. The

making and performance by the Debtor of this Agreement, and the Obligations will not (i) violate or conflict with any provision of law or any rule or regulation, (ii) will not violate or conflict with any provision of Debtor's Memorandum of Association or Articles of Association, or (iii) will not violate or conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental authority, bureau or agency, domestic or foreign, or create a default under or breach of any agreement, bond, note or indenture to which it is a party or by which it is bound or to which any of its properties or assets is affected.

(b) This Agreement has been duly executed and delivered, and constitutes the valid and legally binding obligations of the Debtor, enforceable in accordance with its terms.

(c) The Debtor is the owner of the Collateral, having good and marketable title thereto, free and clear of any liens of any nature whatsoever.

(d) The Debtor will not create, assume or permit to exist any mortgage, lien, security interest, encumbrance or claim on or against the Collateral other than the lien created hereby and by the other documents pertaining to the Obligations, unless subordinated to the lien created hereby and thereby.

(e) Debtor is the sole and lawful owner of the Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary course of business and except for liens, encumbrances or security interests to which the Secured Parties have consented in advance in writing;

(f) During the term of this Agreement, Debtor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Debtor in the ordinary course of business;

(g) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(h) Debtor shall promptly advise the Secured Parties of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of Debtor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(i) Debtor shall at its expense (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise the Secured Parties in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Secured Parties, which shall not be unreasonably withheld;

(j) Debtor shall promptly register the most recent version of any of Debtor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other

instruments, and take such further actions as the Secured Parties may request from time to time to perfect or continue the perfection of Secured Parties' interest in the Collateral, at Debtor's sole expense.

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of the Secured Parties a valid and perfected first priority security interest in the Collateral in Israel, the United States and in any other jurisdiction in which all or a portion of the Collateral is registered or in which an application or request to register has been filed, securing the payment and performance of the Obligations owed to Secured Parties upon making the filings referred to herein;

(l) Except for, and upon, the filing with the Israeli Registrar of Companies, Israeli Registrar of Patents, with respect to the Patents, the relevant Secretary of State in the United States of appropriate UCC-1 financing statements, and the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests and assignment created hereunder, all of which shall be made on or before the Closing, as defined in the Loan Agreement and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection in Israel, the United States or in any other jurisdiction in which all or a portion of the Collateral is registered or in which an application or request to register has been filed, or the exercise by the Secured Parties of its rights and remedies hereunder;

(m) All information heretofore, herein or hereafter supplied to Secured Parties by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects.

(n) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without the Secured Parties prior written consent. Debtor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

(o) Upon any officer or member of Debtor obtaining knowledge thereof, Debtor will promptly notify the Secured Parties in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Debtor or the Secured Parties to dispose of any of the Collateral or the rights and remedies of the Secured Parties in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Parties' Rights. The Secured Parties shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this

Agreement to take but which Debtor fails to take. Debtor shall reimburse and indemnify the Secured Parties for all costs and expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Debtor hereby grants to the Secured Parties and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Debtor, any of Debtor's plants and facilities and subcontractors' plants and facilities that manufacture, install, or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Debtor and as often as may be reasonably requested; provided, however, nothing herein shall entitle the Secured Parties access to Debtor's trade secrets and other proprietary information.

6. Escrow. Debtor shall promptly upon notice from the Secured Parties enter into an Intellectual Property Escrow Agreement, in the form reasonably determined by the Secured Parties, and shall place in escrow with an escrow agent (the "Agent") for the Secured Parties, one copy of the Collateral, to be held in accordance with the Intellectual Property Escrow Agreement. Attached hereto as Exhibit C is the development schedule which sets forth the schedule pursuant to which the Debtor shall develop its intangible property and deposit such Collateral with the Agent. In addition, the Debtor shall promptly from time to time place in such escrow all updates, modifications, amendments, and additions to the Collateral which may hereafter exist, be created, acquired or held by or on behalf of Debtor, including any such information and/or documents as represent any changes in the representations made by the Debtor pursuant to this Agreement. Debtor shall thoroughly and extensively record in written note books, computer documents and in other reasonable formats all intellectual property developed by the Debtor from time to time, including, but not limited to, detailed recordation of all research in progress, preliminary programs and algorithms, test data, test results, and field data. All such materials and information shall periodically, but no less often than monthly, be deposited with the Agent. The initial Agent shall be Tally A Eitan - Zeev Pearl & Co. Trustees Ltd.. Thereafter, the Agent may be removed and a replacement Agent shall be appointed, by the affirmative vote of over 50% of the Secured Parties, determined based upon the outstanding unpaid principal balance owned to each Secured Party. The Agent may resign upon 30 days prior written notice to the Secured Parties and Debtor. In the event the Agent resigns or is removed as set forth above, the Collateral shall be deposited with the replacement Agent, and if none has yet been appointed, with a court of competent jurisdiction pending appointment of a replacement Agent. All costs and expenses of and associated with the agent shall be borne by the Debtor.

7. Further Assurances. On a continuing basis, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in Israel, the United States, and in any other jurisdiction in which all or a portion of the Collateral is registered or in which an application or request to register has been filed, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the Israeli and United States Patent and Trademark Office and the Israeli, United States

Register of Copyrights, and like filing in any other jurisdiction in which all or a portion of the Collateral is registered or in which an application or request to register has been filed, and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Secured Parties, to perfect the Secured Parties' security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Secured Parties the grant or perfection of a security interest in all Collateral.

8. Attorney in Fact. Debtor hereby irrevocably appoints the Lender Director, as defined in the Loan Agreement as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, the Secured Parties or otherwise, from time to time in the Secured Parties' discretion, to take any action and to execute any instrument which the Secured Parties may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) To modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibit A, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest; and

(b) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral where permitted by law; and

(c) Upon an Event of Default, to execute and file any documents and to take any actions deemed necessary or appropriate by the Secured Parties to cause the Collateral to be assigned or transferred to the Secured Parties or any purchaser of the Collateral at a foreclosure sale, and to cause title to any of the Collateral to be registered in the name of the Secured Parties or any purchaser of the Collateral at a foreclosure sale.

For these purposes, the Debtor shall execute an irrevocable Power of Attorney in favor of the Secured Parties, in the form attached hereto as Exhibit B.

9. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Loan Agreement or any of the Loan Documents executed in connection therewith;

(b) Debtor breaches any warranty, representation, covenant or agreement made by Debtor in this Agreement; or

(c) Debtor breaches any of the terms or conditions of any Obligations owed to

Secured Parties.

10. Remedies. Upon the occurrence of an Event of Default, Secured Parties shall have the right (a) to declare all Obligations owed to Secured Parties immediately due and payable, (b) to exercise any rights and remedies Secured Parties may have under this Agreement, the Loan Agreement, any of the Loan Documents, other documents regarding any of the Obligations, or applicable law, and (c) to exercise all the remedies of a secured party under Israeli Law, the Uniform Commercial Code, and any other applicable law, including without limitation the right to require Debtor to assemble the Collateral and any tangible property in which Secured Parties has a security interest and to make it available to the Secured Parties at a place designated by Secured Parties. Secured Parties shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit the Secured Parties to exercise its rights and remedies upon the occurrence of an Event of Default. Debtor will pay any expenses (including attorneys' fees) incurred by the Secured Parties in connection with the exercise of any of the Secured Parties' rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of the Secured Parties rights and remedies with respect to the Collateral shall be cumulative.

11. Indemnity. Debtor agrees to defend, indemnify and hold harmless the Secured Parties and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Parties as a result of or in any way arising out of, following or consequential to transactions between Secured Parties and Debtor, whether under this Agreement or otherwise (including without limitation attorneys fees and expenses), except for losses arising from or out of Secured Parties' gross negligence or willful misconduct.

12. Reassignment. At such time as Debtor shall completely satisfy all of the Obligations secured hereunder the Lender Director shall execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper to revest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Secured Parties pursuant hereto.

13. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

14. Attorneys Fees. The initial filing of the perfected security interest in the Collateral shall be effected through law firms selected by the Secured Parties and the Debtor shall pay all fees, including time and disbursements, in respect thereof as set forth in Exhibit D. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

15. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

17. **Applicable Law.** This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of Israel, without reference to its principles of conflict of laws. The courts of Tel Aviv shall have exclusive jurisdiction over any and all disputes arising hereunder.

18. **Successors and Assigns.** This Agreement and the rights, powers and duties set forth herein shall be binding upon and inure to the benefit of the Debtor and its permitted successors and to the benefit of the Secured Parties, and their successors and assigns. Debtor may not assign any of its rights nor delegate any of its obligations hereunder without the Secured Parties' prior written consent. Each Secured Party shall be permitted to assign all of its rights hereunder (voluntarily, by operation of law or otherwise), in its sole and absolute discretion, without the consent of the Debtor, to any party which is the lawful assignee of all or a portion of the Loan, in accordance with the Loan Agreement.

19. **Notice.** Except as otherwise provided for herein, all notices, requests, reports and other communications pursuant to this Agreement shall be in writing, and shall be deemed to have been sufficiently given and received for all purposes when delivered by hand, telecopy, or nationally recognized overnight courier, or five days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the parties as set forth above. Any party may change the address to whom or which notices are to be given hereunder, by notice duly given hereunder.

20. **Survival.** The representations and warranties made by the Debtor hereunder shall survive the execution and delivery of this Agreement.

[Remainder of Page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

Goal - Gas & Oil Associates Ltd.

By: _____

Name: Ilya ROITMAN

Title: CEO

Paradigm Geophysical Limited

By: _____

Name: _____

Title: _____

A. Heifetz Technologies Ltd.

By: _____

Name: _____

Title: _____

Kessef Nihul Tiqim Ltd.

By: _____

Name: _____

Title: _____

Exhibit A

Schedule of copyrights, Patents and Trademarks

Exhibit B

Power of Attorney

Exhibit C

Collateral Development Schedule

Exhibit D

Law Firms to File Security Interest in Collateral

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

Goal - Gas & Oil Associates Ltd.

Paradigm Geophysical Limited

By: _____
Name:
Title:

By: _____
Name:
Title:

A. Heifetz Technologies Ltd.

Kesset Nihul Tiqim Ltd.

By: Avi Heifetz
Name:
Title: CEO

By: _____
Name:
Title:

Exhibit A

Schedule of copyrights, Patents and Trademarks

Exhibit B

Power of Attorney

Exhibit C

Collateral Development Schedule

Exhibit D

Law Firms to File Security Interest in Collateral

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

Goal - Gas & Oil Associates Ltd.

Paradigm Geophysical Limited

By: _____
Name:
Title:

By: *[Signature]*
Name: BOAZ BERMAN
Title: CEO

A. Heifetz Technologies Ltd.

Keshet Nihul Tiqim Ltd.

By: _____
Name:
Title:

By: _____
Name:
Title:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

- Schedule of copyrights, Patents and Trademarks
- Power of Attorney
- Collateral Development Schedule
- Law Firms to File Security Interest in Collateral

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

Goal - Gas & Oil Associates Ltd.

Paradigm Geophysical Limited

By: _____
Name:
Title:

By: _____
Name:
Title:

A. Heifetz Technologies Ltd.

Kesset Nihal Tiquin Ltd.
For and on behalf of Nihal Tiquin & Co.
By: _____
Name:
Title: *Chairman & CEO*

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

- Schedule of copyrights, Patents and Trademarks
- Power of Attorney
- Collateral Development Schedule
- Law Firms to File Security Interest in Collateral