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Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RadView Software Ltd.	07/27/2006

RECEIVING PARTY DATA

Name:	Shem Basum Ltd.
Street Address:	8 Hanna Senesh Street
City:	Kfar Saba
State/Country:	ISRAEL
Postal Code:	44358

Name:	Mr. Yehuda Zisapel
Street Address:	24 Raoul Wallenberg Street
City:	Tel Aviv
State/Country:	ISRAEL
Postal Code:	69719

Name:	Mr. Michael Chill
Street Address:	210 West 89th Street
Internal Address:	Apt. 4-N
City:	New York
State/Country:	NEW YORK
Postal Code:	10024

Name:	Fortissimo Capital Fund GP, L.P.
Street Address:	14 Hamelacha Street
City:	Park Afek, Rosh Haayin
State/Country:	ISRAEL
Postal Code:	48091

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6434513

CORRESPONDENCE DATA

Fax Number: (212)318-3400

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

Phone: 212-318-3000

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Correspondent Name: Mark N. Mutterperl

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Address Line 2: 666 Fifth Avenue

Address Line 4: New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER:	10102389-RADV 024, 201
NAME OF SUBMITTER:	Mark N. Mutterperl

Total Attachments: 16

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FIXED CHARGE DEBENTURE

THIS FIXED CHARGE DEBENTURE (the "Fixed Charge Debenture") made as of the 27 day of July, 2006 (the "Effective Date"), by and among, Fortissimo Capital Fund GP, L.P., on behalf of the several parallel partnerships in which it serves as the General Partner (the "Lead Lender"), whose principal offices are located at 14 Hamelacha Street, Park Afek, Rosh Haayin 48091, Israel, Shem Basum Ltd., an Israeli company, having its address at 8 Hanna Senesh St., Kfar Saba, Israel ("Beilis"); Mr. Yehuda Zisapel, an individual having his address at 24 Raoul Wallenberg Street, Tel Aviv 69719, Israel ("Zisapel") and Michael Chill, an individual having his address at 210 West 89th Street Apt. 4-N, New York, NY 10024, U.S.A. ("Chill"); each of Beilis, Zisapel and Chill a "Lender", and together with the Lead Lender, the "Lenders"); and Radview Software Ltd., an Israeli corporation, corporate registration number 511627952, (the "Pledgor") whose principal offices in Israel are located at 2 Habarzel Street, Tel Aviv 69710, Israel.

WHEREAS, Lead Lender and Pledgor have entered into a certain Bridge Loan Agreement, dated January 26, 2006 (the "Bridge Loan Agreement"); and

WHEREAS, Lenders and Pledgor have entered into a certain Convertible Loan Agreement dated, April 4, 2006, as amended on July 26, 2006 (the "Convertible Loan Agreement"); and

WHEREAS, pursuant to the Convertible Loan Agreement, Pledgor has agreed to create (i) a Fixed Charge in favor of Lenders in accordance with the terms and conditions set forth in this Fixed Charge Debenture; and (ii) a Floating Charge in accordance with the terms and conditions of a Floating Charge Debenture to be executed simultaneously with this Fixed Charge Debenture (the "Floating Charge Debenture"), all, in order to secure all of Pledgor's obligations pursuant to the Convertible Loan Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1 The Preamble to this Fixed Charge Debenture constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Convertible Loan Agreement.
- In order to guarantee and secure the timely and complete fulfilment of all obligations of the Pledgor pursuant to the Convertible Loan Agreement, including, without derogating from the aforesaid, all payments by the Pledgor of all amounts due or which may become due to Lenders pursuant to the Convertible Loan Agreement, as may be amended from time to time (collectively, the "Secured Obligations"), Pledgor hereby unconditionally pledges and grants Lenders a second priority fixed charge, subordinate only to those charges which had been created to the benefit of the Lead Lender under that Bridge Loan Agreement dated January 26, 2006 (the "Fixed Charge") on (i) all of Pledgor's IP (as defined below), now owned, and any of Pledgor's IP created by the Pledgor following the date of the Convertible Loan Agreement and prior to the termination thereof; (ii) accounts receivable as more fully described and listed in Article 3.2 below (the "Collateral").
- 3 The Collateral consists, to the maximum extent possible, of all of Pledgor's rights, title and interests in the following:

- 3.1 All of Pledgor's IP, now owned, including, without limitation, goodwill, trademarks, service marks, Internet domain names, trade dress, trade styles, trade names, patents, patent applications, blueprints, drawings, customer lists, route lists, computer programs, computer discs, computer tapes, literature, reports, catalogues, design rights. **Schedule 3.1** lists Pledgor's (a) trademarks; (b) patents; (c) copyrights; and (d) Internet domain names, which have been registered or there are applications for the registration thereof, as of the date of this Fixed Charge Debenture;
- 3.2 All now existing accounts receivable, and all other forms of obligations owing to Pledgor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Pledgor, whether or not earned by performance, and any and all credit insurance, guarantees, and other security therefore.

For purposes of this Fixed Charge Debenture, the term "Pledgor's IP" shall mean, all intangible legal rights, title and interest evidenced by or embodied in or connected or related to (i) copyright; (ii) patents and any rights there-under, and all applications, registrations, and renewals in connection therewith; (iii) trademarks, service marks, trade names, together with all translations, adaptations, derivations, and combinations thereof, and all applications, registrations, and renewals in connection therewith; (iv) all mask works, rights in original topographies and all applications, registrations, and renewals in connection therewith; (v) all trade secrets, rights to un-patented inventions, know-how, technology and confidential information; (vi) all computer software (including data and related documentation), in each case on a worldwide basis, and (vii) all copies and tangible embodiments of all of the foregoing, or any part thereof, in whatever form or medium.

- 3.3 All insurance policies or the proceeds thereof in respect of any and all of the above described assets.
- For the avoidance of doubt, it is hereby clarified and agreed that this Fixed Charge Debenture shall not be interpreted as requiring: (i) the amendment of any of the Pledgor's existing agreements, or (ii) that the Pledgor obtain the consent of any third party which is a party to an agreement with the Pledgor to the creation of such pledge (unless the agreement with such third party expressly provides that such party's consent be obtained prior to the creation by the Pledgor of any pledge or security interest of its rights under such agreement). Without derogating from the foregoing, the pledge and charge created by operation of this Fixed Charge Debenture shall apply to any and all rights to compensation or indemnity, which may accrue to the Pledgor by reason of the loss or expropriation of, or damage to, the Collateral.
- Pledgor shall not, without the prior written consent of the Lead Lender, sell, transfer, assign, let or part with possession of, or otherwise encumber, the Collateral or any part thereof, to any third party or permit the same to be held, used or operated by any third party, save for licenses granted by Pledgor to third parties to use Pledgor's IP in the ordinary course of business and in a manner which will not have a material adverse effect on Pledgor's operations, business, properties or condition (financial or

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- otherwise) and the Collateral, including without limitation, licenses in object code form any software of the Pledgor.
- 6 The Pledgor hereby represents that except as otherwise specifically disclosed in the Convertible Loan Agreement:
 - (i) The Collateral is not charged, pledged or attached to or in favor of any other person or entity;
 - (ii) The Collateral is, in its entirety, in the exclusive possession and ownership of the Pledgor;
 - (iii) There is no limitation or provision of law, agreement or otherwise, which restricts the creation of a pledge and charge over the Collateral, and the Collateral may be freely sold, transferred and/or disposed of without the consent or approval of any third party or governmental authority;
 - (iv) The Pledgor has the complete power and authority to pledge and create the charge over the Collateral, in accordance with the provisions hereof;
 - (v) No assignment or other disposition is currently affecting the Collateral which may derogate from the value of the Collateral; and
 - (vi) There are no powers of attorney, proxies or assignments or delegations thereof authorizing any action to be taken on behalf of the Pledgor in connection with the Collateral, except as required pursuant to the provisions of this Fixed Charge Debenture.
- 7 <u>Notification Requirement</u>. Without derogating from the provisions of the Convertible Loan Agreement or any other notification requirement set forth herein, the Pledgor shall promptly notify each of the Lenders, in writing, of:
 - 7.1 Any claim or demand made by a third party with respect to the Collateral; or
 - 7.2 Any steps taken or threatened (if known to the Pledgor) for the appointment of a special manager, temporary liquidator, temporary receiver or trustee for or over all or substantially all of the Collateral and, if any such official is appointed, of his appointment; or
 - 7.3 The placement of an attachment on the Collateral or any portion thereof (if known to the Pledgor), or
 - 7.4 The filing against the Pledgor of any petition in liquidation or any petition under the provisions of applicable law for the relief of creditors.
- Realization of the Fixed Charge; Authorization; Independence of Fixed Charge. In addition to, and without derogating from, any remedy and/or right the Lenders are entitled to by any applicable agreement or law (but subject to the following paragraph of this Section 8), each of the Lenders shall be entitled to realize the Fixed Charge and to take all such steps as it sees fit to collect the Secured Obligations including, without limitation, the appointment of a receiver or manager (the

"Receiver") in any "Event of Default" set forth in Article 5 of the Convertible Loan Agreement (each, an "Event of Default").

Notwithstanding anything to the contrary in this Section 8, each of Beilis, Zisapel and Chill (the "Co-Lenders") expressly and irrevocably agree that they shall not take any action to realize their security interest under this Fixed Charge Debenture unless (i) the outstanding Loan Amount owed to such Co-Lender(s) exceeds \$100,000; (ii) at least 7 days prior notice of the contemplated action was delivered to the Lead Lender, and (iii) such action received the Lead Lender's prior written consent, which consent can be withheld for any reason or for no reason, except that no such consent from the Lead Lender shall be required subsequent to the settlement, by the Company, of the entire portion of the Loan Amount owing thereby to the Lead Lender (whether by way of repayment or conversion pursuant to Section 1.2 of the Convertible Loan Agreement).

The Fixed Charge created for the benefit of the Lenders herein shall be independent of any and all other charges created for the benefit of each of the Lenders by the Pledgor, shall not affect or be affected by, such other pledges and charges and shall serve as a continuing security which shall remain in full force until removed in accordance with the provisions contained herein.

- 9 <u>Receiver.</u> The Receiver shall be the agent of the Pledgor and shall have all powers conferred upon it by law. The Receiver shall be empowered, inter alia, to do the following, to the extent permitted by applicable law:
 - 9.1 To take possession of the Collateral and for that purpose to take any proceedings in the Pledgor's name or otherwise as the Receiver shall see fit;
 - 9.2 To sell or agree to the sale of the Collateral, in whole or in part, or to transfer the same in any other manner upon such conditions as the Receiver may see fit;
 - 9.3 To make any other arrangement with respect to the Collateral or any part thereof as the Receiver may see fit;
 - 9.4 To carry on or concur in carrying on the Pledgor's business and raise money on the security of all or any part of the Pledgor's assets;
 - 9.5 To take, continue or defend any proceedings and make any arrangement or compromise which the Receiver shall see fit;
 - 9.6 To make and effect all repairs, improvements and insurance;
 - 9.7 To appoint managers, officers and agents for any of the above purposes, at such reasonable salaries as the Receiver may see fit;
 - 9.8 To call up any of the uncalled capital of the Pledgor;
 - 9.9 To promote the formation of a subsidiary or subsidiaries of the Pledgor, so that such subsidiary may purchase, lease, license or otherwise acquire interest in all or any part of the assets of the Pledgor; and

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- 9.10 To do all other acts and things which the Receiver may consider to be incidental or conducive to any of the above powers.
- Additional Costs Relating to the Realization of the Fixed Charge. Without derogating from the above, the Pledgor shall be responsible for all costs, charges and expenses (including reasonable attorney's fees), incurred by each Lender in enforcing its rights and remedies hereunder, and such costs, charges and expenses shall be recoverable from the Pledgor as part of the Secured Obligations.
- Registration of Fixed Charge/Removal of the Fixed Charge. The Pledgor shall arrange for the prompt and timely registration of this Fixed Charge with the Israeli Registrar of Companies and, to the extent necessary and applicable, with any other foreign governmental agency (provided that the Lenders shall fill in and deliver to the Pledgor all forms required for such registration, as shall be provided by the Pledgor) and shall bear all tax and other costs and expenses with respect to such registration. The Fixed Charge shall be removed upon the final payment in full of all amounts due to the Lenders pursuant to the provisions of the Convertible Loan Agreement, and for such purpose, each of the Lenders shall execute and provide the Pledgor with all documents necessary in order to remove the Fixed Charge upon final payment in full of all amounts due to such Lender under the Convertible Loan Agreement.
- Secured Obligations Unlimited. The amount being secured under the Fixed Charge created pursuant to this Fixed Charge Debenture shall be determined in accordance with the provisions of the Convertible Loan Agreement. Upon the realization of the Fixed Charge, payment to the Lenders shall be made in the following order and on a pro rata basis: (i) costs, expenses and taxes, (ii) interest, (iii) any other payments due pursuant to the provisions of the Convertible Loan Agreement (other than payment of the Principal Amount, as such term is defined in the Convertible Loan Agreement), and then (iv) payment of Principal Amount under the Convertible Loan Agreement.

13 Miscellaneous.

- Obeenture shall be deemed to have been executed and delivered in the State of Israel, and the validity, enforcement and construction hereof shall be governed in all respects by the internal laws (without regard to principles of conflicts of law) of the State of Israel. Any legal action or proceeding arising under or in relation to this Fixed Charge Debenture shall be filed exclusively in a court of competent jurisdiction within the State of Israel. In addition, each of the undersigned parties consents and agrees that any competent court in which such legal action or proceeding is commenced may exercise jurisdiction over his, her or its person for purposes of enforcing the terms of this Fixed Charge Debenture and agrees not to assert that venue in Israel is inappropriate or inconvenient.
- 13.2 <u>Successors and Assigns</u>. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

- 13.3 Assignment. Pledgor may not assign or transfer Pledgor's rights or obligations under this Fixed Charge Debenture without Lead Lender's prior written consent except in connection with a consolidation, merger or other transaction in compliance with the provisions of the Convertible Loan Agreement. Subject to the provisions of the Convertible Loan Agreement, each Lender reserves the right, to sell, assign, transfer, negotiate or grant participation in all or any part of, or any interest in, its rights and obligations under this Fixed Charge Debenture to a party to which such Lender sells, assigns, transfers, negotiates or grants participation in all or any part of its rights and obligations under the Convertible Loan Agreement, provided that any transferee or assignee hereunder agrees in writing to be bound by the provision of this Fixed Charge Debenture. In connection with any of the foregoing, the Lender may disclose all documents and information which it now or hereafter may have relating to the Charge, Pledgor, or its business; provided that any person who receives such information shall have agreed in writing in advance to maintain the confidentiality of such information.
- Notices. Any notice given by any party under this Fixed Charge Debenture shall be in writing and personally delivered, sent by overnight courier, or mail, postage prepaid, or sent by facsimile, to be promptly confirmed in writing, or other authenticated message, charges prepaid, to the other party's or parties' addresses shown on the cover page to this Agreement. Each party may change the address or facsimile number to which notices, requests and other communications are to be sent by giving written notice of such change to each other party. Notice given by hand delivery shall be deemed received on the date delivered; if sent by overnight courier, on the next Business Day after delivery to the courier service; if by first class mail, on the third Business Day after deposit in the Mail; and if by telecopy, on the date of transmission. For the purposes of this Fixed Charge Debenture, the term "Business Day" means any day on which banks in Israel are open and execute foreign exchange transactions.
- Amendment; Waiver. Any term of this Fixed Charge Debenture may be amended and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only with the written consent of each of the Lenders. No delay or omission to exercise any right, power, or remedy accruing to any party upon any breach or default under this Fixed Charge Debenture, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, either under this Fixed Charge Debenture or by law or otherwise afforded to any of the parties, shall be cumulative and not alternative.
- 13.6 Entire Agreement. This Fixed Charge Debenture and the other Loan Documents (as such term is defined in the Convertible Loan Agreement) constitute the full and entire understanding and agreement among the parties with regard to the subject matters hereof and thereof. The preamble, exhibits and schedules hereto are part of this Fixed Charge Debenture.
- 13.7 <u>Counterparts.</u> This Fixed Charge Debenture may be executed in any number of counterparts, each of which when so executed and delivered shall be

- deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 13.8 <u>Headings</u>. Section headings herein are included for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.
- 13.9 <u>Severability</u>. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- 13.10 <u>Survival of Representations and Warranties</u>. All representations and warranties made herein shall survive the execution and delivery hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

PLEDGOR	LENDERS
RADVIEW SOFTWARE LTD.	FORTISSIMO CAPITAL FUND GP, L.P. By: FORTISSIMO CAPITAL (GP) MANAGEMENT LTD., ITS GENERAL PARTNER
Name: Title:	Name: Title:
	SHEM BASUM LTD. Name: Title:
	YEHUDA ZISAPEL
	MICHAEL CHILL

PLEDGOR	Lenders
RADVIEW SOFTWARE LTD.	FORTISSIMO CAPITAL FUND GP, L.P. By: FORTISSIMO CAPITAL (GP) MANAGEMENT LTD., ITS GENERAL PARTNER
Name: CHRISTOPHER DINEEN	Name:
Title: CFo	Title:
	SHEM BASUM LTD.
	Name:
	Title:
	YEHUDA ZISAPEL
	MICHAEL CHILL

PLEDGOR	LENDERS
RADVIEW SOFTWARE LTD.	FORTISSIMO CAPITAL FUND GP, L.P. By: Fortissimo Capital (GP) Management Ltd., its General Partner
Name: Title:	Name:
	SHEM BASUM LTD.
	Name:
	Title:
	YEHUDA ZISAPEL
	MICHAEL CHILL

PLEDGOR	Lenders
RADVIEW SOFTWARE LTD.	FORTISSIMO CAPITAL FUND GP, L.P. By: Fortissmio Capital, GP/Management Ltd., its General Pariner
Name:	Name:
Title:	Titlet
	SHEM BASUM LTD.
	Name:
	Title:
	YEHUDA ZISAPEI.
	Міснаяз Сипл.

PLEDGOR	Lenders		
RADVIEW SOFTWARE LTD.	FORTISSIMO CAPITAL FUND GP, L.P. By: FORTISSIMO CAPITAL (GP) MANAGEMENT LTD., US GENERAL PARTNER		
Name: Title:	Name: Title:		
	/ _/		
	SHEM BASUM LTD. Name: Shall Bell's Title:		
	YEHUDA ZISAPEL		
	MICHAFI CHILL		

PLEDGOR	LENDERS		
RADVIEW SOFTWARE LTD.	FORTISSIMO CAPITAL FUND GP, L.P. By: Fortissimo Capital (GP) Management Ltd., its General Partner		
Name:	Name:		
Title:	Title:		
	SHEM BASUM LTD.		
	Name:		
	Title:		
	YEHUDA ZISAPEL		
	MICHAEL CHILL		

PLEDGOR	LENDERS	
RADVIEW SOFTWARE LTD.	FORTISSIMO CAPITAL FUND GP, L.P. By: Fortissimo Capital (GP) Management Ltd., its General Partner	
Name: Title:	Name: Title:	
	SHEM BASUM LTD. Name: Title:	
	YEHUDA ZISAPEL MICHAEL CHUL	

SCHEDULE 3.1

The following table summarizes Pledgor's registered and applications for registration of Pledgor's IP.

LTD = RadView Software Ltd. (Israel entity)
INC = RadView Software, Inc. (New Jersey - U.S. entity)

(a) **TRADEMARKS**

		Registration	Registration	
Description	Jurisdiction	Number	Date	Entity
RadView	USA	2,479,424	August 21, 2001	LTD
TESTVIEW	USA	76/527452	July 3, 2003*	LTD
TESTVIEW	Israel	169,409	April 5, 2005	LTD
TESTVIEW	Japan	4,775,379	June 4, 2004	LTD
TESTVIEW	European Union	SN:003597218	January 2, 2004*	LTD
WEBFT	USA	2,820,516	March 2, 2004	INC
WEBFT	Israel	152,989	January 2, 2003	INC
WEBFT	Japan	4,583,385	July 5, 2002	INC
WEBFT	European Union	002437325	September 8, 2003	INC
WEBLOAD (stylized letters)	USA	2,104,400	October 7, 1997	LTD
WEBLOAD	Israel	153,031	March 4, 2003	INC
WEBLOAD	Japan	4,683,170	June 20, 2003	INC
WEBLOAD	European Union	002458040	May 21, 2003	INC
WEBLOAD-WATCH (stylized letters)	USA	SN: 76/433,911	July 22, 2002*	LTD
WEBLOAD ANALYZER	USA	2,977,477	July 26, 2005	INC
WEBLOAD ANALYZER	Israel	169,092	May 8, 2005	INC
WEBLOAD ANALYZER	Japan	4,770,678	May 14, 2004	INC
WEBLOAD ANALYZER	European Union	SN: 003581725	December 12, 2003*	INC
WEBRM	USA	2,787,695	November 25, 2003	INC
WEBROAD	Japan	4,074,235-2	October 24, 1997	INC

^{*} Indicates filing date

(b) PATENTS

Description	Jurisdiction	Registration Number	Registration Date	Entity
Adaptive Load Generation: Method of load testing web applications based on performance goals	USA	6,434,513	August 13, 2002	LTD

(c) COPYRIGHTS

RECORDED: 08/09/2006

Description	Jurisdiction	Registration Number	Registration Date	Entity
TESTVIEW	USA	Tx4221599	November 22, 1995	LTD

(d) INTERNET DOMAIN NAMES

Description	Registrar	Creation Date	Expiration Date	Registrant
RADVIEW.COM	Network Solutions	October 16, 1995	October 15, 2010	RadView Software Ltd.
RADVIEW.NET	Network Solutions	April 21, 2000	April 21, 2010	RadView Software Ltd.
RADVIEW.US	Network Solutions	May 11, 2002	May 11, 2011	RadView Software Ltd.
RADVIEW.ORG	Network Solutions	April 21, 2000	April 21, 2010	RadView Software Ltd.
WEBLOAD.ORG	Network Solutions	June 12, 2000	June 12, 2010	RadView Software Ltd.
WEBLOADTESTED.COM	Network Solutions	February 14, 2001	February 14, 2011	RadView Software Ltd.
NETIZENBANKING.COM	Network Solutions	December 5, 2000	December 5, 2010	RadView Software Ltd.
RADVIEW.CO.IL	QoS Ltd.	July 2, 2000	July 2, 2006 2008	RadView Software Ltd.
RADVIEW.DE	DENIC eG	April 24, 2002	April 24, 2006 2007	RadView Software GmbH
RADVIEW.CO.UK	D.M. Priest	November 3, 1999	November 3, 2007	RadView Software (UK) Limited
RADVIEW.COM	D.M. Priest	September 4, 2000	September 4, 2006	RadView Software Ltd.

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