

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

LIEN

CONVEYING PARTY DATA

Name	Execution Date
RED BEND LTD.	03/12/2007

RECEIVING PARTY DATA

Name:	PLENUS II, LIMITED PARTNERSHIP
Street Address:	16 ABBA EBEN BLVD.
City:	HERZLIYA PITUACH
State/Country:	ISRAEL
Postal Code:	46725

Name:	PLENUS II (D.C.M.), LIMITED PARTNERSHIP
Street Address:	16 ABBA EBEN BLVD.
City:	HERZLIYA PITUACH
State/Country:	ISRAEL
Postal Code:	46725

PROPERTY NUMBERS Total: 19

Property Type	Number
Application Number:	60552752
Application Number:	10593051
Application Number:	60561548
Application Number:	11578345
Application Number:	60575425
Application Number:	11141208
Application Number:	60552706
Application Number:	11079910
Application Number:	60710191
Application Number:	11508337

PATENT

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REEL: 018993 FRAME: 0161

CH \$760.00 60552752

Application Number:	60723939
Application Number:	11543996
Application Number:	11652147
Application Number:	60480225
Application Number:	60546163
Application Number:	10873173
Application Number:	60484677
Application Number:	10885323
Application Number:	09376512

# CORRESPONDENCE DATA

Fax Number: (703)892-4510

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Correspondent Name: Eitan Law Group, C/O Landon IP Inc.

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Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	972575-15-02
NAME OF SUBMITTER:	Yael RAPOPORT

Total Attachments: 26

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## **FIXED CHARGE AGREEMENT**

**THIS FIXED CHARGE AGREEMENT** (the "**Agreement**") is made as of the 12th day of March, 2007, by and between Red Bend Ltd. (the "**Pledgor**"), a company organized under the laws of the State of Israel, with offices located at 8 Hanagar Street, Neve Ne'eman B, Industrial Zone, PO Box 7221, Hod Hasharon 45240, Israel, and Plenus II, Limited Partnership and Plenus II (D.C.M.), Limited Partnership (collectively, "**Plenus**"), both registered limited partnerships organized under the laws of the State of Israel, with offices located at 16 Abba Eben Blvd., Herzliya Pituach, Israel and exclusively represented hereunder by their General Partner, Plenus Management (2004) Ltd. ("**Plenus Management**"), a private company organized under the laws of the State of Israel, with offices located at 16 Abba Eben Blvd., Herzliya Pituach, Israel.

WHEREAS, Plenus and the Pledgor entered into that certain Credit Agreement (the "**Credit Agreement**") dated as of the date hereof; and

WHEREAS, the Pledgor has agreed to enter into this Agreement in order to secure the payment of all amounts due or which may become due to Plenus pursuant to the Credit Agreement and other agreements ancillary thereto.

### **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The Preamble to this Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Credit Agreement.
2. To secure the timely payment of all amounts due or which may become due to Plenus from the Pledgor pursuant to the Credit Agreement (collectively, the "**Secured Obligations**"), the Pledgor hereby unconditionally pledges and grants Plenus a first priority fixed charge (the "**Fixed Charge**") on all the Intellectual Property (as defined below) currently owned by the Pledgor or which shall be owned in the future by the Pledgor, including but not limited to any registered Intellectual Property and applications for the registration of Intellectual Property, worldwide (collectively, the "**Collateral**"). The Collateral shall include, but shall not be limited to, the Intellectual Property and other assets described in **Exhibit A**. The registered Intellectual Property currently owned by the Pledgor and the applications for the registration of intellectual property filed by the Pledgor is described in **Exhibit B** attached hereto.

The Pledgor undertakes throughout the Term of the Credit Agreement:

- (i) to inform Plenus and amend Exhibit A to reflect such new applications and actual registrations on an annual basis; and
- (ii) without derogating from the foregoing, the Pledgor shall promptly prepare and file the applicable documents with the U.S Patent and Trademark Office (the "**USPTO**") required in order to perfect a security interest (the "**Lien**") over the Collateral (including, for the avoidance of doubt, patent applications registered filed following the date hereof and patents registered following the date hereof pursuant to existing or future patent applications) in order to protect Plenus's rights pursuant to this Agreement and will cause the Fixed Charge created pursuant to this Agreement to be

registered also in each and every country in which Intellectual Property of the Pledgor is registered or in which applications for the registration of Intellectual Property had been filed, promptly following the filings of registration (as applicable) of such Intellectual Property (such additional registration shall be, collectively, referred to herein as the "**Fixed Charge**").

For the purpose of clarity, as of the Effective Date, the Pledgor's subsidiaries do not own any registered Intellectual Property. The Pledgor undertakes to inform Plenus in writing of any registration of Intellectual Property under the name of any of its subsidiaries and will promptly take all such steps as shall be required in order to cause such subsidiaries to execute an agreement substantially similar to this Agreement and make the applicable filings.

For purposes of this Agreement, the term "**Intellectual Property**" or "**Intellectual Property Rights**" shall be deemed to refer to (i) copyright; (ii) patents and any rights thereunder and all registrations, and renewals in connection therewith; (iii) trademarks, service marks, together with all translations, adaptations, derivations, and combinations thereof, and all registrations, and renewals in connection therewith; (iv) all in original topographies and all registrations, and renewals in connection therewith; and (v) all copyrighted computer software, in each case on a worldwide basis, and all copies and tangible embodiments thereof, or any part thereof, in whatever form or medium.

3. It is hereby agreed that the acceleration provisions set forth in Section 3 of the Credit Agreement and the covenants set forth in Section 5 of the Credit Agreement, in each case, as amended from time to time, are incorporated herein by reference.

4. (a) The Pledgor will take all action deemed by the Pledgor, in its reasonable commercial judgment, to be necessary to maintain all of the registered Intellectual Property Rights of the Pledgor (which registered Intellectual Property are deemed by the Pledgor, in its sole discretion, to be required for the purpose of conducting its business) in full force and effect, including, without limitation, using the proper statutory notices and markings, and the Pledgor will not take any action or knowingly refrain from taking any action whereby any registered Intellectual Property of the Pledgor may become invalidated; provided, however, that so long as no Event of Acceleration (set such term is defined in Section 3 of the Credit Agreement) has occurred and is continuing, the Pledgor shall not have an obligation to use or to maintain any registered Intellectual Property Rights of the Pledgor (A) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (B) that is being replaced with Intellectual Property substantially similar to the registered Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such registered Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the Fixed Charge and Lien created by this Agreement; (C) that is substantially the same as another registered Intellectual Property that is in full force, so long the failure to use or maintain such registered Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such other Intellectual Property is subject to the Fixed Charge and Lien created by this Agreement; or (D) that is not deemed by the Pledgor, in its sole discretion, to be required for the purpose of conducting its business as

currently conducted or as proposed to be conducted.

(b) The Pledgor shall use reasonable efforts to detect infringements of the registered Intellectual Property and protect the registered Intellectual Property from any infringements. If any registered Intellectual Property of the Pledgor is infringed, misappropriated or otherwise violated in any material respect by a third party, the Pledgor shall (x) upon learning of such infringement, misappropriation or other violation, promptly notify Plenus in writing and (y) to the extent the Pledgor shall deem appropriate under the circumstances, sue for infringement, misappropriation or other violation, seek injunctive relief where appropriate and recover any and all damages for such infringement, misappropriation or other violation, or take such other actions as the Pledgor shall deem appropriate under the circumstances to protect such registered Intellectual Property.

(c) The Pledgor shall furnish to Plenus from time to time upon its request statements and schedules further identifying and describing the registered Intellectual Property and such other reports in connection with the registered Intellectual Property as Plenus may reasonably request, all in reasonable detail and promptly upon request of Plenus.

(d) Subject to the provisions contained herein but without derogating from the covenants referred to in Section 5 of the Credit Agreement, the Pledgor shall not without the previous written consent of Plenus: (A) sell any item of the registered Intellectual Property and any part of the Collateral; or (B) assign or transfer or otherwise encumber any item of the registered Intellectual Property and any part of the Collateral in a way that is not in the Pledgor's normal course of business, or, alternatively, not as part of agreements relating to R&D or sales and marketing efforts by the Pledgor and third parties, e.g. joint development, cooperation, collaboration, licensing or strategic alliances agreements.

5.1 The Pledgor hereby represents that:

(i) the Collateral is not charged, pledged or attached to or in favor of any other person or entity;

(ii) all of the registered Intellectual Property Rights and confidential information connected or related to any registered Intellectual Property created by or for the Pledgor or created by its employees, consultants or contractors is owned solely and exclusively by the Pledgor, except only for licenses granted by the Pledgor to its present and future customers and/or licensees in the ordinary and normal course of its business as now conducted;

(iii) there is no limitation in any provision of agreement which the Pledgor or any of its subsidiaries is a party to, which restricts the creation of a pledge and charge over the Collateral or, subject to the provisions and restrictions imposed by the Law for the Encouragement of Industrial Research and Development, 5744-1984 (as amended)(the "**Law**") and all approval letters issued to the Pledgor under such Law, the transfer or sale thereof in accordance with the provisions contained herein and, accordingly, subject to the Law, the foregoing letters and other applicable laws and regulations, the Pledgor is unaware of anything which may prevent or

adversely affect Plenus's ability to freely sell, transfer and/or dispose of the Collateral, pursuant to the provisions of this Agreement, without the consent or approval of any third party or governmental authority;

(iv) the Pledgor has the complete power and authority to create the Fixed Charge and the Lien 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 Agreement.

6. Realization of the Fixed Charge; Authorization; Independence of Fixed Charge. Plenus shall be entitled to realize the Fixed Charge (in accordance with the provisions contained herein) as of the time that any amount due to Plenus from the Pledgor with respect to the outstanding Credit Installments or Loan Amount (as defined in the Credit Agreement) shall become due and payable as a result of the occurrence of any of the Events of Acceleration (as defined in the Credit Agreement), all as more fully set forth in Section 3 of the Credit Agreement. Notwithstanding the provisions of the Credit Agreement or this Agreement, Plenus shall provide the Pledgor with five (5) day prior written notice of its intent to realize the Fixed Charge and Lien should the Pledgor fail to promptly pay all amounts due to Plenus under the Transaction Agreements following the occurrence of an Acceleration Event; provided, however, that Plenus shall not be required to deliver such written notice if Plenus, in its reasonable judgment, determines that there is a reasonable ground to conclude that delivery of such notice is most likely to adversely affect Plenus's ability to realize the Fixed Charge and Lien or the ability to collect the amounts due to it pursuant to the Transaction Agreements.
7. Plenus undertakes and confirms that: (a) the creation and realization of the fixed charge pursuant to this Agreement must be in accordance with the applicable laws, including (but not limited to) Israeli laws and regulations and the registered of such charge at the Registrar of Companies in Israel, and (b) in the event of the realization of the Fixed Charge with respect to the technology and Intellectual Property developed with funding provided by the Office of the Chief Scientist (the "OCS") of the Ministry of Industry and Trade (the "**Funded Know-How**") then the sale, assignment and/or transfer of the Funded Know-How shall be subject to the provisions of applicable Israeli laws and regulations and the Pledgor's undertakings towards the OCS.

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

8.

8.1 Power of Attorney. Without derogating from the provisions regarding notification contained herein (including, but not limited to, those set forth in Section 6 above), subject to the provisions of applicable laws and without derogating from the obligations of the Pledgor under the Credit Agreement or this Agreement, the Pledgor hereby irrevocably appoints Plenus as its true and lawful attorney, with full power of substitution, upon Pledgor's inability or failure to do so, to act in the name of and at the expense of the Pledgor, effective upon such time as all amounts due to Plenus from the Pledgor on account of the outstanding Credit Installments or Loan Amount shall become due and payable as a result of the occurrence of an Event of Acceleration, in order to do any act, including without limitation, to sign in the name of the Pledgor any and all documents as may, in the opinion of Plenus, be necessary, in order to secure the rights of Plenus against third parties.

8.2. Receiver. Subject to the provisions of applicable laws, upon such time as all amounts due to Plenus from the Pledgor on account of the outstanding Credit Installments or Loan Amount shall become due and payable as a result of the occurrence of an Event of Acceleration, Plenus shall be entitled 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**") by obtaining a Court order or by any other method permitted by the applicable law. Subject to the provisions of applicable laws, the Receiver shall be the agent of the Pledgor and shall have all powers conferred upon it by law. To the extent the Receiver does not act negligently or in bad faith, the Pledgor alone shall be responsible for the remuneration of the Receiver, all subject to applicable law and without increasing the Receiver's liability under law. The Receiver shall be empowered, inter alia, but subject to applicable laws, to do the following for the sole purpose of, and solely to the extent necessary for, collecting the Secured Obligations, and to :

8.2.1 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;

8.2.2 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;

8.2.3 to make any other arrangement with respect to the Collateral or any part thereof as the Receiver may see fit;

8.2.4 to carry on or concur in carrying on the Pledgor's Collateral raise money on the security of all or any part of the Pledgor's Collateral ;



8.2.5 to take, continue or defend any proceedings and make any arrangement or compromise which the Receiver shall see fit in connection with the Collateral;

8.2.6 to make and effect all repairs, improvements and insurance in connection with the Collateral ;

8.2.7. to do all other acts and things which the Receiver may consider to be incidental or conducive to any of the above powers.

8.3. Additional Costs Relating to the Realization of the Fixed Charge. Without derogating from the above, but subject to the provisions regarding expenses and costs set forth in Section 10 below, the Pledgor shall be responsible for the reasonable costs, charges and expenses (including reasonable attorney's fees), incurred by Plenus in enforcing its rights and remedies hereunder. Such costs, charges and expenses shall be recoverable from the Pledgor as part of the Secured Obligations.

8.4 It is hereby expressly agreed and confirmed that other than as expressly set forth under this Agreement and under the Credit Agreement (including under Section 5.3 (Negative Covenants) thereunder), no restrictions are imposed on the Company with respect to the use and utilization of the Collateral, including but not limited to the grant of rights and licenses to use the Collateral to third parties, and Plenus hereby agrees and confirms in advance to any such use and grant of rights and/or licenses with respect to the Collateral.

9. Registration of Fixed Charge/Removal of the Fixed Charge. The Pledgor shall arrange for the prompt and timely registration of (i) this Fixed Charge with the Israeli Registrar of Companies and in the Patent and Trademarks Register maintained by the Israeli Patents and Trademarks Registrar and any other governmental or other agency in the world where Intellectual Property of the Pledgor or any of its subsidiaries is registered, and (ii) the Lien with the USPTO (provided that Plenus deliver to the Pledgor all forms required for such registrations).

The Fixed Charge and Lien shall be removed upon termination or expiration of the Credit Agreement as provided in the Credit Agreement, pursuant to Section 1.5 and 2A of the Credit Agreement and following the payment in full of all amounts due to Plenus under the Credit Agreement , and for such purpose, Plenus shall promptly execute and provide the Pledgor with all documents necessary in order to remove the Fixed Charge and Lien upon final payment in full of all amounts due to Plenus under the Credit Agreement and the Charge Agreements.

Plenus hereby irrevocably appoints Pledgor as its true and lawful attorney, with full power of substitution, upon Plenus failure to promptly execute and provide the Pledgor with all the foregoing documents, to act in the name of and at the expense Plenus, effective upon such time as the Fixed Charge and Lien should be removed as

aforementioned, in order to do any act, including without limitation, to sign in the name of the Plenus any and all documents as may, in the opinion of Pledgor, be necessary, in order to remove the Fixed Charge and Lien. For the avoidance of doubt, such power of attorney shall not apply in the event that the Credit Agreement has not terminated or expired, or that the payments under the Credit Agreement have not been completed. .

10. It is agreed that the costs, charges and expenses associated with the registration and removal of the Fixed Charge as aforementioned in Section 8, up to the initial five thousand U.S. Dollars (\$5000) ("**Initial Amount**") shall be borne by Pledgor. Any such costs, charges and expenses exceeding the Initial Amount shall be shared equally between the Parties, based on valid invoices. The Parties hereby appoint the law firm of Eitan, Mehulal, Pappo, Kugler to prepare and file, or cause to prepare and file, the applicable documents in the applicable Patent and Trademark offices in all relevant jurisdictions. The estimated costs of registering and removing the Fixed Charge on current Intellectual Property is set forth in Exhibit 9 attached hereto.

11. Secured Obligations Unlimited. The amount being secured under the Fixed Charge and Lien created pursuant to this Agreement shall be determined in accordance with the provisions of the Credit Agreement and other agreements ancillary thereto. Upon the realization of the Fixed Charge and Lien, payment to Plenus shall be made in the following order: (i) costs, expenses and taxes, (ii) interest, (ii) any other payments due pursuant to the provisions of the Credit Agreement and the Charge Agreements (other than payment of the principal of the Credit Instalments or Loan Amount), if any, and then (iv) payment of principal of the Credit Instalments or Loan Amount.

#### 11 Miscellaneous.

11.1. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or with respect to this Agreement shall be resolved exclusively in the appropriate court in Tel-Aviv, Israel. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts and waives and agrees not to assert any objection to the jurisdiction or convenience thereof.

11.2 Successors and Assigns. 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.

11.3 Assignment. Section 7.6 of the Credit Agreement is incorporated herein by reference.

11.3. Section 7.7 of the Credit Agreement is incorporated herein by reference.

11.4. Amendment; Waiver. Any term of this Agreement 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 the Pledgor and Plenus. No delay or omission to exercise any right, power, or remedy accruing to any party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to any of the parties, shall be cumulative and not alternative.

11.5 Entire Agreement. This Agreement and the other Transaction Agreements (as such term is defined in the Credit 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 Agreement.

11.6 Counterparts. This Agreement 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.

11.7 Headings. 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.

11.8 Severability. 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.

11.9. Survival of Representations and Warranties. All representations and warranties made herein shall survive the execution and delivery hereof.

11.10. Expenses. Without derogating from the provisions contained herein, the Pledgor shall pay for the expenses incurred in connection with the preparation, filing, perfection and removal of the Fixed Charge pursuant to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto  
as of the date first above written.

**Red Bend Ltd.**

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

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

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

**RED BEND LTD.**

*Udi Dagan*  
*CFO*

**Plenus II, Limited Partnership**

By: Plenus Management (2004) Ltd.

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

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

**Plenus II (D.C.M), Limited Partnership**

By: Plenus Management (2004) Ltd.

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

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto  
as of the date first above written.

Red Bend Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Plenus II, Limited Partnership

By: Plenus Management (2004) Ltd.  
Name: MOTI WEISS SAIONU KAZANO  
Title: M. PARTNER PARTNER

Plenus II (D.C.M.), Limited Partnership

By: Plenus Management (2004) Ltd.  
Name: MOTI WEISS THOMAS KAZANO  
Title: M. PARTNER PARTNER

## **EXHIBIT A**

The Pledgor's Intellectual Property (including registered Intellectual Property) shall include, without limitations, the following:

1. Table of current registered Intellectual Property Rights and all applications for the registration of Intellectual Property Rights listed as set forth in Exhibit B attached hereto, as amended from time to time.
2. All claims for damages by way of any past, present and future infringement of any of the Pledgor's Intellectual Property and all rights to compensation or indemnity which may accrue to the Pledgor by reason of damage to, or theft or infringement of, the Collateral. On the Effective Date hereof, no such claims are pending.
3. Any and all Intellectual Property registered following the Effective Date and prior to the termination of the Credit Agreement and owned by the Pledgor or any of its subsidiaries.

**Exhibit B**

**Registered Intellectual Property and Application for the Registration of  
Intellectual Property**

**Red Bend Ltd. – STATUS REPORT - 21-02-2007****PATENTS****1. Method and Apparatus for Reliable In-Place Update - (Client Case: 005-PC "Version Shifts") - (MC0043056)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A. Provisional	60/552,752	1524644	15/MAR/2004				Term ended.
International Procedure	IL2005/000296	1567015	15/MAR/2005	WO 2005/088448	22/SEP/2005		National Phase entered
U. S. A.	<b>10/593,051</b>	1699941	15/MAR/2005	Awaiting			National Phase of PCT IL2005/000296. Awaiting first Office Action

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**STATUS REPORT - 12-03-2007****2. Method and Apparatus for Generating an Update Package - (Client Case: 006-PC "Write Before Read") - (MC0043296)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A. Provisional	60/561,548	1531011	13/APR/2004				Term ended.
International Procedure	IL2005/000392	1585918	13/APR/2005	WO 2005/101200	27/OCT/2005		National Phase entered
U. S. A.	<b>11/578,345</b>	1698901	13/APR/2005	Awaiting			National Phase of IL2005/000392. Awaiting first Office Action.

**3. Method and System for In-Place Updating Content Stored in a Storage Device - (Client Case: 007-EP "Reversible Update") - (MC0043297)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A. Provisional	60/575,425	1531029	01/JUN/2004				Term ended.
International Procedure	IL2005/000568	1598259	01/JUN/2005	WO 2005/119432	15/DEC/2005		National Phase entered

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## STATUS REPORT – 12-03-2007

3. Method and System for In-Place Updating Content Stored in a Storage Device - (Client Case: 007-EP "Reversible Update") - (MC0043297)

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
Europe	05747253.2	1705979	01/JUN/2005	Awaiting		01/JUN/2007	National Phase of PCT IL2005/000568. Amendments pursuant to Rules 109 and 110 EPC due by <u>March 8, 2007</u> . Awaiting first Office Action.
Japan*	Not Available	1714021	01/JUN/2005	Awaiting			National Phase of PCT IL2005/000568. Request for Examination due by <u>June 1, 2008</u> .
U. S. A.	11/141,208	1598267	01/JUN/2005	US-2006-0004756	05/JAN/2006		Awaiting first Office Action.

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**STATUS REPORT - 12-03-2007**

**4. Method and Apparatus for Updating a Stored Version of Content Stored in a Storage Device**  
**- (Client Case: 004-EP "Minimal State") - (MC0045512)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A.	60/552,706	1524651	15/MAR/2004				Term ended.
International Procedure	IL2005/000297	1585892	15/MAR/2005	WO 2005/088449	22/SEP/2005		National Phase entered
U. S. A.	11/079,910	1585900	15/MAR/2005	US-2005-0216530	29/SEP/2005		Awaiting first Office Action.
Europe	05718870.8	1698919	15/MAR/2005	1738256	03/JAN/2007	15/MAR/2008	National Phase of IL2005/000297. Awaiting first Examination Report.

**5. Method and System for In-Place Updating Content Stored in a Storage Device - (Client Case: 008-PC "Backup Reduction") - (MC0045989)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A.	60/710,191	1585926	23/AUG/2005				Term ended

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**STATUS REPORT - 12-03-2007**

**5. Method and System for In-Place Updating Content Stored in a Storage Device - (Client Case: 008-PC "Backup Reduction") - (MC0045989)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
International Procedure	IL2006/000982	1598242	23/AUG/2006	Awaiting			International Search Report and Written Opinion issued. Deadline for filing amendment under Art. 19: <b>March 4, 2007</b> . Deadline for requesting International Preliminary Examination and for filing amendments under Art. 34: <b>June 23, 2007</b> . National Phase entry due by: <b>February 23, 2008</b> .
U. S. A.	11/508,337	1691583	23/AUG/2006	Awaiting			Awaiting first Office Action

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Wednesday, February 21, 2007

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**STATUS REPORT - 12-03-2007**

**6. Methods and Systems for Updating Content Including a Compressed Version - (Client Case: 009-PC "Compressed In-Place") - (MC0047122)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A. Provisional	60/723,939	1625680	06/OCT/2005				Term ended.
International Procedure	IL2006/001165	1691435	05/OCT/2006	Awaiting			Awaiting receipt of International Search Report and Written Opinion. National Phase entry due by: April 6, 2008.
U. S. A.	11/543,996	1691443	06/OCT/2006	Awaiting			Awaiting first Office Action.

**7. Method and System for In-place Updating Content Stored in a Storage Device - (Client Case: 011-US "No Backup") - (MC0048335)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A.	11/652,147	1658806	11/JAN/2007	Awaiting			Awaiting first Office Action.

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**7. Method and System for In-place Updating Content Stored in a Storage Device - (Client Case: 011-US "No Backup") - (MC0048335)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
International Procedure	IL2007/000048	1658814	11/JAN/2007	Awaiting			Awaiting receipt of International Search Report and Written Opinion. National Phase entry due by: <u>July 11, 2009</u>

**8. Optimizing delta size between two versions of a program - (Client Case: 002-USP "One Modified") - (MC0041206)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A.	60/480,225	1460807	23/JUN/2003				Term ended
U. S. A.	60/546,163	1523356	23/FEB/2004				Term ended
U. S. A.	10/873,173	1536093	23/JUN/2004	US-2004-0267833	30/DEC/2004		Response to Office Action due by <u>April 11, 2007</u> (before extensions).

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**STATUS REPORT – 12-03-2007****8. Optimizing delta size between two versions of a program - (Client Case: 002-USP "One Modified") - (MC0041206)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
International Procedure	IL 2004/000559	1543800	23/JUN/2004	WO 2004/1 14130	29/DEC/2004		National Phase entered
Canada	2,530,395	1641224	23/JUN/2004	Awaiting		23/JUN/2007	National Phase of PCT IL2004/000559. Request for examination is due by June 23, 2009.
China*	200480021372.7	1641232	23/JUN/2004	CN 1826585 A	30/AUG/2006		National Phase of PCT IL2004/000559. Awaiting first Office Action.
Japan*	2006-516812	1641240	23/JUN/2004	Awaiting			National Phase of PCT IL2004/000559. Request for examination is due by June 23, 2007.
Republic of Korea*	10-2005-7024876	1641257	23/JUN/2004	Awaiting			National Phase of PCT IL2004/000559. Request for examination is due by June 23, 2009.

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## 8. Optimizing delta size between two versions of a program - (Client Case: 002-USP "One Modified") - (MC0041206)

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
Singapore*	200508299-5	1641265	23/JUN/2004	Awaiting			National Phase of PCT IL2004/000559. Grant fees due by <u>December 23, 2007</u> . Please consider whether to amend this application before grant.
Europe	04744899.8	1641273	23/JUN/2004	1642204	05/APR/2006	23/JUN/2007	PCT National Phase of IL2004/000559. Awaiting first Examination Report.
Australia*	2004250442	1648138	23/JUN/2004	Awaiting		23/JUN/2009	National Phase of PCT IL2004/000559. Request for examination is due by <u>June 23, 2009</u> .

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8. Optimizing delta size between two versions of a program - (Client Case: 002-USP "One Modified") - (MC0041206)

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
India*	00080/MUMNP/06	1648146	23/JUN/2004				The final due date for putting this application in order for grant has been set to expire on <u>December 11, 2007</u> . A first Office Action has already been issued to which a response must be filed within before the above deadline.

9. Encoding delta between 2 versions of a program - (Client Case: 003-USP "Post Modified")  
- (MC0041275)

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
U. S. A.	60/484,677	1463579	07/JUL/2003				Term ended
U. S. A.	10/885,323	1544634	07/JUL/2004	US-2005-0027758	03/FEB/2005		Awaiting first Office Action.

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**9. Encoding delta between 2 versions of a program - (Client Case: 003-USP "Post Modified")  
- (MC0041275)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
International Procedure	IL2004/000607	1544642	07/JUL/2004	WO 2005/003963	13/JAN/2005		National Phase entered
Europe	04744947.5	1645308	07/JUL/2004	1652069	03/MAY/2006	07/JUL/2007	National Phase of PCT IL2004/000607. Awaiting first Examination Report.

**10. Difference extraction between two versions of data-tables containing intra-references -  
(Client Case: 001-US "Two Modified") - (MC028745)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
International Procedure	PCT/IL 99/00446	1194760	18/AUG999	WO 2000/011549			National Phase Entered.
U. S. A.	09/376,512	1194752	18/AUG/1999	6,546,552	08/APR/2003	08/OCT/2010	Patent granted (valid); In renewal

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**STATUS REPORT - 12-03-2007****PATENTS**

**10. Difference extraction between two versions of data-tables containing intra-references -  
(Client Case: 001-US "Two Modified") - (MC028745)**

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
Europe	99938496.9	1311828	18/AUG/1999	1105794	13/JUN/2001	18/AUG/2007	A response to a second Examination Report is due by <u>May 24, 2007</u> .
Australia*	53000/99	1311836	18/AUG/1999	761019	11/SEP/2003	18/AUG/2007	Patent granted (valid); In renewal
Canada	2,339,923	1311844	18/AUG/1999	2,339,923	17/MAY/2005	18/AUG/2007	Patent granted (valid); In renewal
China*	99809827.2	1311851	18/AUG/1999	CN 1315017A	26/SEP/2001		Awaiting first Office Action.
Japan*	566744/00	1311877	18/AUG/1999	Awaiting			Response to outstanding Office Action due by <u>February 28, 2007</u> . We have requested an extension and will shortly advise you of the new due date.
Republic of Korea*	10-2001-7002141	1311885	18/AUG/1999	10-0632904	29/SEP/2006	29/SEP/2009	Patent granted (valid); In renewal
Singapore*	200100597-4	1311893	18/AUG/1999	78866	30/APR/2003	18/AUG/2007	Patent granted (valid); In renewal

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**STATUS REPORT – 12-03-2007**

10. Difference extraction between two versions of data-tables containing intra-references -  
(Client Case: 001-US "Two Modified") - (MC028745)

Country	App. No.	Our Ref.	Filed	Publication No.	Date of Publication or Grant	Next Renewal	Status/Next action
India*	5012/DELNP/2005	1633478	02/NOV/2005	Awaiting			Awaiting first Office Action.
India*	5013/DELNP/2005	1633486	02/NOV/2005	Awaiting			Awaiting first Office Action.

*\*Far East deadlines are usually effective in Israel one day before the due date. Please note that in some instances, due to translation and other requirements, we advise to provide our associates with instructions at least one week before the deadline.*

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**Exhibit 9**

The estimated costs of registering and removing the Fixed Charge on current Intellectual Property is US\$ 12,000