PATENT ASSIGNMENT

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NEW ASSIGNMENT	
ASSIGNMENT	
06/14/2007	

CONVEYING PARTY DATA

Name	Execution Date
B.I.S. Advanced Software Systems Ltd.	06/14/2007

RECEIVING PARTY DATA

Name:	Bisoft Acquisition LLC
Street Address:	2711 Centerville Road, Suite 400
City:	Wilmington
State/Country:	DELAWARE
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PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6401239

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Total Attachments: 4

500327742

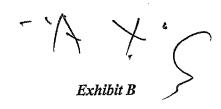
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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, B.I.S. Advanced Software Systems Ltd., a company organized and existing under the laws of Israel with a registered office at B.I.S. Advanced Software Systems Ltd., 35 Montefiore Street, Tel-Aviv 65201, Israel, ("Assignor"), does hereby sell, assign, transfer, and convey unto Bisoft Acquisition LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the patent applications and patents listed in the table below (the "Patents");
- (b) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing category (a);
- (c) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (d) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (c), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (e) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for
 - (i) damages,
 - (ii) injunctive relief, and
 - (iii) any other remedies of any kind

for past, current, and future infringement; and

(f) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (f).

			Title of Patent and First
Patent or Application No.	Country	Filing Date	Named Inventor
US 6,401,239	United	22-Mar-1999	System and method for quick
1 00 0/404/200			

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Patent or Application No.	Country	Filing Date	<u>Title of Patent and First</u> Named Inventor
	States		downloading of electronic files (Miron, Mordechay)
EP 00 91 1233	European Patent Application	21-Mar-2000	System and method for quick downloading of electronic files (Miron, Mordechay)

Assignor represents, warrants and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
- (2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor (provided the cost to Assignor is de minimus), do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit

Signature _____

(Seal)

No. 3856 700

AUTHENTIFICATION OF SIGNATURE OF A PERSON SIGNING ON BEHALF OF A BODY CORPORATE ON IN THE NAME OF ANOTHER PERSON

I, the undersigned,

JACOB I. KANTOR, Adv.,

Notary at Tel Aviv-Yafo, hereby certify that on the 14th day of June 2007 there appeared before me at my office:

MORDECHAY MIRON (Chief Executive Officer) who is known to me personally and who signed of his own free will the document attached hereto and marked " A " in the name of

B.I.S. ADVANCED SOFTWARE SYSTEMS LTD. (hereinafter "the Company"),

And I confirm that with a view to establishing the right of the above to sign on behalf of the Company there was produced to me a certificate from Advocates Miron, Bension and Prywes.

In witness whereof I hereby authenticate the signature of the abovenamed on behalf of the Company by my own signature and seal on this the 14th day of June 2007.

New Shekels (Office Client) fees

אימות חתימה של אדם בשם תאגיד או בשם אדם אחר

אני, הח"מ,

יעקב א. קנטור, עו"ד,

נוטריון בתל אביב-יפו, מאשר בזה כי ביום 14 בחודש יוני 20007 ניצב לפני במשרדי:

מר מרדכי מירון הידוע לי ידיעה אישית וחתם מרצונו החופשי על המסמך המצורף בזה והמסומן באות "א" בשם

B.I.S. ADVANCED SOFTWARE SYSTEMS ("החברה") LTD

והנני מאשר כי להוכחת רשותו של הנ"ל לחתום בשם החברה הוצג בפני אישור מעוה"ד מירון, בן ציון ופריבס.

ולראיה הנני מאשר את חתימתו של הנ"ל בחתימת ידי ובחותמי.

. 2007 יוני 14 בחודש יוני

מבקש השירות חייב בשכר בסך (לקוח המשרד) ש״ח.

TH



RECORDED: 08/03/2007

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