

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Prime Sense Ltd.	10/17/2007

RECEIVING PARTY DATA

Name:	Kreos Capital III Limited
Street Address:	47 Esplanade
City:	St. Helier, Jersey
State/Country:	UNITED KINGDOM
Postal Code:	JE1 0BD

PROPERTY NUMBERS Total: 15

Property Type	Number
Application Number:	60666184
Application Number:	60724903
Application Number:	60776655
Application Number:	60785202
Application Number:	60785187
Application Number:	60799952
Application Number:	60852436
Application Number:	60857670
Application Number:	60893655
Application Number:	60885899
Application Number:	11724068
Application Number:	11712932
Application Number:	60944807
Application Number:	60909487
Application Number:	11899542

CH \$600.00 60666184

PATENT

500388569

REEL: 020049 FRAME: 0098

CORRESPONDENCE DATA

Fax Number: (617)526-5000

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

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Correspondent Name: Michael J. Bevilacqua, Esquire

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Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:

110373146

NAME OF SUBMITTER:

Michael J. Bevilacqua

Total Attachments: 5

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated October 12, 2007, is made by (i) Prime Sense Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, with offices located at 30 Habarzel Street, Tel Aviv, Israel, and (ii) Kreos Capital III Limited ("**Kreos**"), a company incorporated in Jersey under registered number 05981165 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD.

WHEREAS, Kreos and the Grantor entered into that certain Loan Agreement (the "**Loan Agreement**") dated October 12, 2007, to which a Debenture - Floating Charge (the "**Debenture - Floating Charge**") and a Debenture - Fixed Charge (the "**Debenture - Fixed Charge**"), in each case executed by the Grantor and Kreos, are attached as exhibits.

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a floating charge over the intellectual property of Grantor to Kreos and under the Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a fixed charge over certain intellectual property of Grantor (as listed therein) to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the "**Charge Agreements**"), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications, including but not limited to the patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**"), (ii) the trademarks, service marks, trade names and domain names, including but not limited to the registrations and applications therefor set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the "**Trademarks**"), and (iii) all copyrights and registrations and applications therefor set forth in Schedule A (the "**Copyrights**") currently owned by the Grantor or which shall be owned in the future by the Grantor (the "**Collateral**"). During the term of this IP Security Agreement, Schedule A shall be deemed to be automatically updated, and the Grantor shall file amendments to Schedule A with the U.S. Patent and Trademark Office with respect to the application for or acquisition of any new Patents or Trademarks in the United States and with the United States Copyright Office, upon such times as required by the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred by Grantor now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements (the "**Secured Obligations**"), and is subject to the terms set forth therein.

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Power of Attorney. In the event that Kreos is permitted to receive the Collateral under the Loan Agreement and the Charge Agreements, Grantor hereby grants to Kreos power of attorney to inspect, take all necessary or desired action, and prosecute any Patents, Trademarks, Copyrights or applications for any of the foregoing that may be included in the Collateral.

Section 5. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated in accordance with the terms of the Loan Agreement and the Charge Agreements.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in and subject to the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

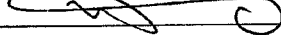
Section 7. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court located in the Tel Aviv-Jaffa, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

Section 8. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations, in accordance with the terms of the Loan Agreement and the Charge Agreements. Upon termination, Kreos shall execute (and hereby authorized there Grantor to file with any governmental or regulatory authority) all documents necessary to remove the security interest granted thereto by Grantor hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

PRIME SENSE LTD.

By:  _____

Name: AVI SHADMI

Title: CFO

KREOS CAPITAL III LIMITED

By: _____

Name: _____

Title: _____

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

PRIME SENSE LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL III LIMITED

By: _____

Name: _____

Title: _____

[Handwritten signature]
DAVID STEIN

SCHEDULE A

List of Patent Applications:

<u>Patent Application #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Title</u>
60/666,184	Mar. 30, 2005	Prime Sense Ltd.	Gesture Based Remote Sensory Computer Interface
60/724,903	Oct. 11, 2005	Prime Sense Ltd.	Method and system for object reconstruction
IL2006/000335	Mar. 14, 2006	Prime Sense Ltd.	Method and System for Object Reconstruction
60/776,655	Feb. 27, 2006	Prime Sense Ltd.	3D Mapping and Range Measurement by Means of Projected Speckle Patterns
60/785,202	Mar. 24, 2006	Prime Sense Ltd.	Fast and Robust Motion Estimation and Matching by Image Data Compression
60/785,187	Mar. 24, 2006	Prime Sense Ltd.	Advanced Setups for Object Reconstruction
60/799,952	May 11, 2006	Prime Sense Ltd.	Real Time Human modeling from streaming height map
60/852,436	Oct. 16, 2006	Prime Sense Ltd.	Z-Varying light field techniques and speckle shaping for three-dimensional sensing
IL2007/000306	Mar. 08, 2007	Prime Sense Ltd.	Three-Dimensional Sensing Using Speckle Pattern
60/857,670	Nov. 06, 2006	Prime Sense Ltd.	Window Monitor
60/893,655	Mar. 08, 2007	Prime Sense Ltd.	RGB Registration
60/885,899	Jan. 21, 2007	Prime Sense Ltd.	Path of Flight Methods for 3D Camera
11/724,068	Mar. 13, 2007	Prime Sense Ltd.	Depth -Varying Light Field for Three Dimensional Sensing
IL2007/000327	Mar. 13, 2007	Prime Sense Ltd.	Depth -Varying Light Field for Three Dimensional Sensing
IL2007/000262	Feb. 27, 2007	Prime Sense Ltd.	Range mapping using speckle decorrelation
11/712,932	Feb. 27, 2007	Prime Sense Ltd.	Range mapping using speckle decorrelation
60/944,807	Jun. 19, 2007	Prime Sense Ltd.	Distance varying illumination techniques for 3-D
60/909,487	Apr. 02, 2007	Prime Sense Ltd.	Projection methods and patterns
11/899,542	Sep. 06, 2007	Prime Sense Ltd.	Depth Mapping Using Projected Patterns

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