

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
N-Trig Ltd.	01/10/2008

RECEIVING PARTY DATA

Name:	Plenus II , Limited Partnership
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL

Name:	Plenus II , (D.C.M.) Limited Partnership
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL

Name:	Plenus III, Limited Partnership
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL

Name:	Plenus III , (D.C.M.) Limited Partnership
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL

Name:	Plenus III (2), Limited Partnership
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL

Name:	Plenus III (C.I.), L.P.
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PATENT

500454309

REEL: 020454 FRAME: 0323

CH \$560.00 10757489

Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	10757489
Application Number:	11727301
Application Number:	11063535
Application Number:	11180686
Application Number:	11180711
Application Number:	11791749
Application Number:	11791861
Application Number:	11463788
Application Number:	11783860
Application Number:	11798894
Application Number:	11808869
Application Number:	11822950
Application Number:	11822951
Application Number:	11889598

CORRESPONDENCE DATA

Fax Number: (617)542-2241
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-542-6000
Email: hspearce@mintz.com
Correspondent Name: Ivor R. Elrifi
Address Line 1: One Financial Center
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	33806-001
NAME OF SUBMITTER:	Sean M. Coughlin

Total Attachments: 9

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EXECUTION COPY

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated January 10, 2008, is made by (i) N-Trig Ltd. (the "Grantor"), a company organized under the laws of the State of Israel, (Company No. 51-279280-5) with offices located at 15 Atir Yeda St. Kefar Saba, Israel, Israel, and (ii) the entities identified in the signature page below (collectively, "Lenders"), with offices located at 16 Abba Eben Blvd., Herzliya Pituach, Israel all of which shall be represented exclusively hereunder by Plenus Management (2004) Ltd. and Plenus Management III 2007 Ltd. (collectively, "Plenus Management").

WHEREAS, Grantor, its Parent, N-Trig Inc. (the "Parent") and the Lenders have entered into that certain Credit Agreement, dated January 10, 2008 ("Credit Agreement"), to which a Floating Charge Agreement (the "Floating Charge Agreement") and a Fixed Charge Agreement (the "Fixed Charge Agreement"), in each case executed by the Grantor and the Lenders, are attached as exhibits.

WHEREAS, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to grant a floating charge in the intellectual property of Grantor to the Lenders and under the Fixed Charge Agreement, Grantor has agreed, among other things, to grant a fixed charge in the intellectual property of Grantor to the Lenders, subject to the terms set out in the Credit Agreement, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement (collectively, the "Charge Agreements"), to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities a security interest 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 Charge Agreements and of the Credit Agreement, Grantor hereby grants to Lenders, without derogating from any other charge or lien created on its assets pursuant to the Charge Agreements, a security interest in and to all of such Grantor's right, title and interest in the following (the "Collateral"):

a. all United States patents and pending applications owned by the Grantor, 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");

and in the Credit Agreement, and the Charge Agreements.

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b. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

c. any and all proceeds of the foregoing.

Notwithstanding anything to the contrary, the Collateral and the realization thereof, shall be subject to the Permitted Liens, as such term is defined in the Credit 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 Credit Agreement and related agreements.

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. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Charge Agreements. The Grantor does hereby acknowledge and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Credit Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Credit Agreement or the Charge Agreements, the provisions of the Credit Agreement or the Charge Agreements will prevail. In the event of any contradiction between the Credit Agreement and the Charge Agreements, the provisions of the Credit Agreement will prevail.

Section 6. 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, other than matters related to the internal affairs of the Lenders, shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

Section 7. Entire Agreement. This IP Security Agreement together with the Credit Agreement and the other Charge Agreement constitute the full and entire understanding and agreement between the Grantor, the Parent and the Lenders with regard to the subject matters hereof and thereof. All prior understandings and agreements among the parties (or anyone on their behalf) are void and of no further effect.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, Grantor and the Lenders 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.

N-Trig Ltd.

By: [Signature]
Name: Sharon Barzik Cohen
Title: 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: _____

Plenus III, Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.
By: _____
Name: _____
Title: _____

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

By: PLENUS MANAGEMENT III 2007 LTD.
By: _____
Name: _____
Title: _____

Plenus III (2), Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.
By: _____
Name: _____
Title: _____

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007 LTD.
By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor and the Lenders 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.

N-Trig Ltd.

By: _____
Name: _____
Title: _____

~~Plenus II, Limited Partnership~~

~~By: Plenus Management (2004) Ltd.
Name: SHLOMO KARAKO LEE-BATH NELSON
Title: G. PARTNER G. PARTNER~~

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

~~By: Plenus Management (2004) Ltd.
Name: SHLOMO KARAKO LEE-BATH NELSON
Title: G. PARTNER G. PARTNER~~

~~Plenus III, Limited Partnership~~

~~By: PLENUS MANAGEMENT III 2007 LTD.
By:
Name: SHLOMO KARAKO LEE-BATH NELSON
Title: G. PARTNER G. PARTNER~~

~~Plenus III (D.C.M), Limited Partnership~~

~~By: PLENUS MANAGEMENT III 2007 LTD.
By:
Name: SHLOMO KARAKO LEE-BATH NELSON
Title: G. PARTNER G. PARTNER~~

~~Plenus III (2), Limited Partnership~~

~~By: PLENUS MANAGEMENT III 2007 LTD.
By:
Name: SHLOMO KARAKO LEE-BATH NELSON
Title: G. PARTNER G. PARTNER~~

~~Plenus III (C.I), L.P~~

~~By: PLENUS MANAGEMENT III 2007 LTD.
By:
Name: SHLOMO KARAKO LEE-BATH NELSON
Title: G. PARTNER G. PARTNER~~

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SCHEDULE A

Patents

<u>Patent #</u>	<u>Filed</u>	<u>Owned By</u>	<u>Description</u>
6,690,156	July 28, 2000	N-trig Ltd.	Physical Object Location Apparatus and Method and a Platform Using the Same
6,762,752	October 15, 2002	N-trig Ltd.	Dual Function Input Device and Method
7,292,229	August 28, 2003	N-trig Ltd.	Transparent Digitizer

List of Patent Applications:

Note: the specified dates are the priority dates of the respective applications and **not** filing dates.

1. US Divisional Patent Application "**Transparent Digitizer**", dated Aug. 29, 2002.
(have not yet received filing receipt)
2. US Allowed Patent Application No. 10/757,489 "**Touch Detection for a Digitizer**", dated Feb. 10, 2003.
3. US Divisional Patent Application No. 11/727,301 "**Touch Detection for a Digitizer**", dated Feb. 10, 2003.
4. US Patent Application No. 11/063,535 "**Noise Reduction in Digitizer System**", dated Feb. 24, 2004.
5. US Patent Application No. 11/180,686 "**Automatic Switching for a Dual Mode Digitizer**", dated July 14, 2004.
6. US Patent Application No. 11/180,711 "**Tracking Window for a Digitizer System**", dated July 14, 2004.

7. US Patent Application No. 11/791,749 **"Methods for Manufacturing a Sensor Assembly"**, dated Nov. 29, 2004.
8. US Patent Application No. 11/791,861 **"Position Detecting System and Apparatus and Methods for Use and Control thereof"**, dated Dec. 1, 2004.
9. US Patent Application No. 11/463,788 **"Apparatus for Object Information Detection and Methods for Using the same"**, dated Aug. 12, 2005.
10. US Patent Application No. No. 11/783,860 **"Gesture Recognition Feedback for a Dual Mode Digitizer"**, dated April 12, 2006
11. US Patent Application No. 11/798,894 **"Variable Capacitor Array"**, dated May 19, 2006.
12. US Patent Application No. 11/808,869 **"Fingertip Touch Recognition for a Digitizer"**, dated June 13, 2006.
13. US Patent Application No. 11/822,950 **"Hover and Touch Detection for a Digitizer"**, dated July 12, 2006.
14. US Patent Application No. 11/822,951 **"User Specific Recognition of Intended User Interaction with a Digitizer"**, dated July 13, 2006.
15. US Patent Application No. 11/889,598 **"Gesture Detection for a Digitizer"**, dated Aug. 15, 2006.
16. US Provisional Patent Application No. 60/878,054 **"Tester for Measuring Characteristic of a Sensor's Conductors by Utilizing Capacitive Coupling"**, dated Jan. 3, 2007.

17. US Provisional Patent Application No. 60/880,369 **"Automatic Calibration for a Capacitive Touch System"**, dated Jan 16, 2007.
18. US Provisional Patent Application No. 60/901,667 **"Electro magnetic tokens for a Gaming Platform"**, dated Feb. 16, 2007.
19. US Provisional Patent Application No. 60/901,668 **"Synchronous Serial Protocol"**, dated Feb. 16, 2007.
20. US Provisional Patent Application No. 60/901,666 **"Transparent Sensor and its Production Process"**, dated Feb. 16, 2007.
21. US Provisional Patent Application No. 60/907,261 **"Sensor Shielding in Capacitive Touch Input Device"**, dated March 27, 2007.
22. US Provisional Patent Application No. 60/903,370 **"Apparatus for RFID Tags Position Detection"**, dated March 29, 2007.
23. US Provisional Patent Application No. 60/907,948 **"Apparatus for RFID Tags Position Detection"**, dated April 24, 2007.
24. US Provisional Patent Application No. 60/929,166 **"Touch Gestures in a Digitizer"**, dated June 15, 2007.
25. US Provisional Patent Application No. 60/929,167 **"Pressure Sensitive Mechanism for a Pointing Device"**, dated June 15, 2007.
26. US Provisional Patent Application No. 60/929,263 **"Sensor for a Digitizer System"**, dated June 19, 2007.

27. US Provisional Patent Application No. 60/929,339 **"Methods for Manufacturing a Sensor Assembly with a Self Supported Coil"**, dated June 22, 2007.
28. US Provisional Patent Application No. 60/935,115 **"Self-Diagnostics Methods for a Digitizer System"**, dated July 26, 2007.
29. US Provisional Patent Application No. 60/935,357 **"'Touch Rejection' Method in a Dual Mode Digitizer"**, dated Aug. 9, 2007.
30. US Provisional Patent Application No. 60/960,365 **"Stylus Frequency Learning Method for a Digitizer System"**, dated Sept. 26, 2007.
31. US Provisional Patent Application No. 60/960,714 **"Fingertip Touch Verification Method for Multi-Touch Systems"**, dated Oct. 11, 2007.
32. US Provisional Patent Application **"Methods for Manufacturing a Sensor Assembly with Laminated Glass Sensor"**, dated Oct. 2007.
(have not yet received filing receipt)
33. US Provisional Patent Application **"Two-Touch Gesture Detection for a Digitizer"**, dated Nov. 2007.
(have not yet received filing receipt)
34. US Provisional Patent Application **"Apparatus for Improved Performance of Multi-Touch and Object Information Detection and Methods of Using Same"**, dated Nov. 2007.
(have not yet received filing receipt)
35. US Provisional Patent Application **"An Apparatus for Detecting Private Information of RFID Tags"**, dated Nov. 2007.

(have not yet received filing receipt)

36. US Provisional Patent Application "**Methods for reducing power consumption in a digitizer system**", dated Dec. 2007.

(have not yet received filing receipt)