

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
Y.C.D. Multimedia Ltd.	03/12/2008

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

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REEL: 020654 FRAME: 0680

CH \$120.00 7320109

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

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7320109
Patent Number:	7283879
Application Number:	11986183

CORRESPONDENCE DATA

Fax Number: (312)655-1501

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

Phone: 312-655-1500

Email: gtsdocket@welshkatz.com

Correspondent Name: Gerald T. Shekleton

Address Line 1: 120 S. Riverside Plaza, 22nd Floor

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Gerald T. Shekleton
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Total Attachments: 5

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated March 12, 2008, is made by (i) Y.C.D Multimedia Ltd. (the "Grantor"), a company organized under the laws of the State of Israel, (Company No. 512740564) with offices located at Shefayim Commercial Center, Kibbutz Shefayim, Israel, and (ii) the entities identified in the signature page below (collectively, the "Lenders"), with offices located at 16 Abba Eben Blvd., Herzliya Pituach, Israel.

WHEREAS, Grantor and Lenders have entered into that certain Loan Agreement, dated March __, 2008 ("Loan Agreement"), to which a Floating Charge Agreement (the "Floating Charge Agreement") and a Fixed Charge Agreement (the "Fixed Charge Agreement"), executed by the Grantor and the Lenders, were attached as exhibits.

WHEREAS, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of the Lenders and under the Fixed Charge Agreement, a fixed charge on the intellectual property of Grantor for the benefit of the Lenders, and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required) 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, and without derogating from, the provisions of the Floating Charge Agreement and the Fixed Charge Agreement (collectively, the "Charge Agreements"), Grantor hereby grants to Lenders a security interest in and to all of such Grantor's right, title and interest (as set forth in the Charge Agreements) and to 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");

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.

For the avoidance of doubt, the Pledgor's undertakings contained in this Section 1 shall be deemed a material provision of this Agreement.

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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 other Transaction Agreements (as defined in the Loan Agreement).

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 Loan Agreement and the Charge Agreements (as defined in the Loan Agreement). The Grantor hereby acknowledges 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 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 (as the case may be) 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. Termination. This Agreement and the security interest granted hereunder to the Lenders shall terminate and be of no force upon satisfaction in full of Grantor's obligations under the Loan Agreement and the Charge Agreements. Upon such termination, the Lenders shall execute all documents necessary in order to remove the security interest granted thereto by Grantor hereunder.

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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.

**YCD
MULTIMEDIA LTD**
Y.C.D Multimedia Ltd.

By: _____
Name: NOAM GOREN
Title: CFO

Plenus II, Limited Partnership

By: PLENUS MANAGEMENT (2004) LTD.

By: _____

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

By: PLENUS MANAGEMENT (2004) LTD.

By: _____

Plenus III, Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

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

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

Plenus III (2), Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

Plenus III (C.D), L.P

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

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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.

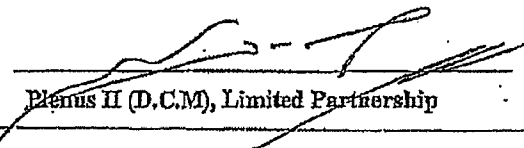
Y.C.D Multimedia Ltd.

By: _____

Name: _____

Title: _____


Plenus II, Limited Partnership


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

By: PLENUS MANAGEMENT (2004) LTD.

By: PLENUS MANAGEMENT (2004) LTD.

By: 

By: 

Plenus III, Limited Partnership

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

By: PLENUS MANAGEMENT III 2007 LTD.

By: PLENUS MANAGEMENT III 2007 LTD.

By: 

By: 

Plenus III (2), Limited Partnership

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007 LTD.

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

By: _____

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SCHEDULE A

Patents

<u>Patent #</u>	<u>Filed</u>	<u>Description</u>
US 7,320,109 B2	March 22, 2002	Dynamic User Interface
US 7,283,879 B2	March 10, 2003	Dynamic Normalization of Sound Reproduction

Patent Application

<u>Application #</u>	<u>Filed</u>	<u>Description</u>
US 11/986,183	November 20, 2007	Dynamic User Interface a continuation of US 7,320,109