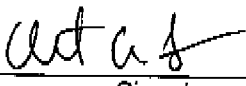


Client Code: KM2004.001RA

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>InfoWrap Systems, Ltd.</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> Ponset Mgmt. Limited Liability Company</p> <p><b>Street Address:</b> 160 Greentree Drive, Suite 101</p> <p><b>City:</b> Dover <b>State:</b> DE</p> <p><b>ZIP:</b> 19904</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment ( ) Security Agreement</p> <p>( ) Merger ( ) Change of Name</p> <p>( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>May 26, 2008</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 12/188,654</p> <p>Filing Date: August 8, 2008</p> <p>Additional numbers attached?</p> <p>( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> KM2004.001RA</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Christian A. Fox</u> Name of Person Signing</p> <p><u>58,507</u> Registration No.</p> <p><u></u> Signature</p> <p><u>1/29/2009</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 5</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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**PATENT**  
**REEL: 022187 FRAME: 0936**

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**Exhibit B****ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, InfoWrap Systems Ltd., an Israeli company with an office at Amir Averbuch, 6 Hazedef Street, Jaffa 68034, Israel ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Ponset Mgmt. Limited Liability Company, a Delaware limited liability company, having an address at 160 Greentree Drive, Suite 101, Dover, DE 19904 ("**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 provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) 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 (f), 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;

(h) 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

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) 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 (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7,088,863	US	10/31/2001	Method for illumination independent change detection in a pair of registered gray images Amir Averbuch

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 therefore, 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. The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Tel Aviv, Jaffa  
ISRAEL on May 26, 2008

**ASSIGNOR:**

InfoWrap Systems Ltd.

By: Amir Averbuch  
Name: AMIR AVERBUCH  
Title: CEO  
(Signature MUST be attested)

**ATTESTATION**

The undersigned witnessed the signature of AMIR AVERBUCH to the above Assignment of Patent Rights on behalf of InfoWrap Systems Ltd. and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. AMIR AVERBUCH is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on May 21, 2008 to execute the above Assignment of Patent Rights on Behalf of InfoWrap Systems Ltd.
3. AMIR AVERBUCH subscribed to the above Assignment of Patent Rights on behalf of InfoWrap Systems Ltd.

STATE OF ISRAEL

I declare under penalty of perjury under the laws of the ~~United States of~~  
~~America~~ that the foregoing is true and correct.

EXECUTED on May 26, 2008 (date)Print Name: FANOUS FAIZ, NOTARY