

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
cVidya Networks Ltd.	03/18/2009
RECEIVING PARTY DATA	
Name:	Plenus Management (2004) Ltd.
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Name:	Plenus Management III 2007 Ltd.
Street Address:	16 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	10495495
Application Number:	11570775
PCT Number:	IL0200910
PCT Number:	IL0800684
PCT Number:	IL0500654
CORRESPONDENCE DATA	
Fax Number:	(212)732-3232
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212 238-8610
Email:	flaws@clm.com
Correspondent Name:	Keith D. Nowak
Address Line 1:	2 Wall Street

CH \$200.00 10495495

500812733

PATENT
REEL: 022425 FRAME: 0703

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:

CV01.001

NAME OF SUBMITTER:

Keith D. Nowak

Total Attachments: 5

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RESTATED AND AMENDED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RESTATED AND AMENDED U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Restated IP Security Agreement**") dated March 18, 2009, is made by (i) cVidya Networks Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, (Company No. 51-299613-3) with offices located at 24 Raul Wallenberg St., Tel Aviv 69719, Israel, and (ii) and the entities identified in the signature page below, with offices located at 16 Abba Eben Blvd., Herzliya Pituach, Israel (collectively, "**Plenus**"), all of which shall be represented exclusively hereunder by Plenus Management (2004) Ltd. and Plenus Management III 2007 Ltd. (collectively, "**Plenus Management**").

WHEREAS, Grantor, Parent (as defined below) and Plenus have entered into that certain Credit Agreement, dated March 12, 2009 ("**Credit Agreement**"), to which an Amended Floating Charge Agreement (the "**Floating Charge Agreement**") and a Fixed Charge Agreement (the "**Fixed Charge Agreement**"), executed by the Grantor and Plenus, were attached as exhibits;

WHEREAS, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of Plenus and under the terms of the Floating Charge Agreement, and a fixed charge on the intellectual property of Grantor for the benefit of Plenus and under the terms of the Fixed Charge Agreement, and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement, to execute this Restated 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 Restated IP Security Agreement; and

WHEREAS, Plenus and the Grantor have entered into that certain Credit Agreement by and among Grantor, cVidya Networks Inc. (the "**Parent**") and Plenus dated October 23, 2006 and its ancillary documents (collectively the "**Prior Credit Agreement**"), pursuant to which Plenus and the Grantor have entered into that certain IP Security Agreement dated December 17, 2006 which Plenus and the Grantor desire to amend and restate as further detailed herein.

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. General. The Preamble to this Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Credit Agreement.

Section 2. 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 grant to Plenus 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 therefor 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**");

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b. all United States trademarks and service marks and pending applications therefor owned by the Grantor, including but not limited to the trademarks and service marks and trademarks and service marks 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 "Trademarks");

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

d. any and all proceeds of the foregoing.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Restated IP Security Agreement secures the payment of all money and liabilities owed or incurred now or hereafter existing under or in respect of the Prior Credit Agreement, the Transaction Agreements or otherwise from the Grantor or any of its affiliates.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Restated IP Security Agreement.

Section 5. Execution of Counterparts. This Restated 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 6. Grants, Rights and Remedies. This Restated IP Security Agreement has been entered into in conjunction with the provisions of the Prior Credit Agreement, Credit Agreement, and the Charge Agreements (as defined in the Credit Agreement). The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, the Plenus with respect to the Collateral are more fully set forth in the Prior Credit Agreement, Credit Agreement and/or the Charge Agreements, as applicable and in the event of any contradiction between this Restated IP Security Agreement and the Credit Agreement or the Charge Agreements, the provisions of the Prior Credit Agreement, Credit Agreement or the Charge Agreements (as the case may be) 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, other than matters related to the internal affairs of Plenus, 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.

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

cVidya Networks Ltd.

By: [Signature]
Name: Blon Hainsley
Title: President + CEO

Plenus II, Limited Partnership

By: PLENUS MANAGEMENT (2004) LTD.

By: _____

Plenus III, Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

Plenus III (2), Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

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

By: PLENUS MANAGEMENT (2004) LTD.

By: _____

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

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____


IP Security Agreement

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

cVidya Networks Ltd.

By: _____
Name: _____
Title: _____



Plenus II, Limited Partnership

By: PLENUS MANAGEMENT (2004) LTD.

By: 
Plenus III, Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____


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

By: PLENUS MANAGEMENT (2004) 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.I), L.P

By: PLENUS MANAGEMENT III 2007 LTD.

By: _____

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SCHEDULE A

Patents and Patent Applications

1. *"A system and a method for Generating Policies for a Communication Network"*

A method of adjusting one or more policies on a communication network when the network is congested based on historical usage information, and on economical and contracts information in order to optimize the income of the network

Provisional 13-Nov-2001 (60/331,212 with another title).
PCT November 2002 (PCT/IL02/00910 WO 03/043253),
13-May-2004 US application (10/495,495)

2. *"Methods, Systems and Computer Readable code for Forecasting Time Series and for Forecasting Commodity Consumption"*

Forecasting the individual commodity consumption of each individual belonging to a large population of individuals –
i.e., to forecast "how much will each specific consumer within the large population consume at a certain time."

Provisional application No. 60/580,358, filed on Jun. 18, 2004
Application number: 11/570,775 Filing date: Jun 19, 2005
National Phase Europe, and USA December 2006

3. *"Method and a system for finding anomalies in multidimensional data sets"*

Outliers are atypical data objects that do not comply with the general behavior or model of the data. The patent is useful for locating multiple "large" populations that are outliers, without a need to exhaustively search all the individuals in those populations. For example the patent is useful for identifying a behavior relations switch for which the behavior of calls performed around midnight with destination USA that are not charged, is larger than it would be expected from the behavior of the full population of switches and destinations

US Provisional Patent Application, May 2007 60/939068,
PCT IL08/000684, May 20, 2008

Trademarks and Trademark Applications:

None (trademark held by cVidya Networks, Inc.)