

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
RED BEND LTD.	04/07/2009
RECEIVING PARTY DATA	
Name:	MUSTANG MEZZANINE FUND LP
Street Address:	Platinum Tower, 21 Ha'arba'a Street
City:	Tel Aviv
State/Country:	ISRAEL
Postal Code:	64739
PROPERTY NUMBERS Total: 23	
Property Type	Number
Application Number:	60552706
Application Number:	11079910
Application Number:	60575425
Application Number:	11141208
Application Number:	60480225
Application Number:	60546163
Application Number:	10873173
Application Number:	60484677
Application Number:	10885323
Application Number:	60552752
Application Number:	10593051
Application Number:	60561548
Application Number:	11578345
Application Number:	60710191
Application Number:	11508337

500836026

PATENT
REEL: 022551 FRAME: 0826

CH \$920.00 60552706

Application Number:	60723939
Application Number:	11543996
Application Number:	11652147
Application Number:	11997134
Application Number:	61085877
Application Number:	61085880
Application Number:	61085879
Application Number:	09376512

CORRESPONDENCE DATA

Fax Number: (703)892-4510

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

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Email: lindab@eitangroup.com

Correspondent Name: EMPK & Shiloh, LLP c/o Landon IP Inc.

Address Line 1: 1700 Diagonal Road

Address Line 2: Suite 450

Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	972575-38-01
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NAME OF SUBMITTER:	Linda Brunell
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Total Attachments: 12

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated April 7, 2009, is made by (i) Red Bend Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, with offices located at 8 Hanagar Street, Neve Ne'eman B, Industrial Zone, PO Box 7221, Hod Hasharon 45240, Israel, and (ii) Mustang Mezzanine Fund LP (the "**Lender**" or "**Mustang**"), a registered limited partnership organized under the laws of the State of Israel, with offices located at Platinum Tower, 21 Ha'arba'a Street, 5th floor, Tel Aviv, Israel 64739.

WHEREAS, Grantor the Lender and Tamar Venture Capital Ltd. (the "**Co-Lender**"; and together with Mustang, the "**Lenders**") have entered into that certain Loan Agreement, dated March 25, 2009 ("**Loan 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 Lender, 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 Lender 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 Lender, 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, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office owned by it throughout the term of this IP and 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 Floating Charge Agreement and the Fixed Charge Agreement (collectively, the "**Charge Agreements**"), Grantor hereby grants to Lender a floating charge and a fixed charge in and to all of such Grantor's right, title and interest (as set forth in the Charge Agreements) to and 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, 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.

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 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 and subject to 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, the Lender 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 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 shall be resolved in the competent courts for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court. Notwithstanding the foregoing, the Lender may enforce its rights hereunder in any court of competent jurisdiction.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and the Lender have caused this IP Security Agreement to be duly executed and delivered by their respective authorized officers as of the date first above written.

Mustang Mezzanine Fund LP

By its general partner,
Mustang Mezzanine Investments Ltd.

By: _____
Zack Keinan, CEO

By: _____
Yair Seroussi, Chairman

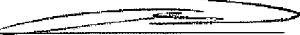
Red Bend Ltd.

By: 
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor and the Lender have caused this IP Security Agreement to be duly executed and delivered by their respective authorized officers as of the date first above written.

Mustang Mezzanine Fund LP

By its general partner,
Mustang Mezzanine Investments Ltd.

By: 

Zack Keinan, CEO

By: 
Yair Seroussi, Chairman

Red Bend Ltd.

By: _____

Name: _____

Title: _____

SCHEDULE A

SCHEDULE A

Title:		Method and Apparatus for Reliably Updating a Stored Version of Content (Minimal-state)					
#	Our Ref	Country	Filing Date	App. No.	Pub. No.	Reg. No.	Status
1	3533	US Provisional (Priority)	15 March 2004	60/552,706	-	-	Lapsed
#	Our Ref	Country	Filing Date	App. No.	Pub. No.	Reg. No.	Status
2	3534	PCT	15 March 2005	PCT/IL2005/000297	WO/2005/088449	-	Lapsed
#	Our Ref	Country	Filing Date	App. No.	Pub. No.	Reg. No.	Status
3	3535	US Utility	15 March 2005	11/079,910	US 2005-0216530 A1		In Examination
Next Action and comments:			5th annuity should be paid by 15 March 2009 (taking care by Red Bend)				

Title:		Method and System for In-Place Updating Content Stored In a Storage Device (Revertible)					
#	Our Ref	Country	Filing Date	App. No.	Pub. No.	Reg. No.	Status
1	3538	US Provisional	1 June 2004	60/575,425	-	-	Lapsed
#	Our Ref	Country	Filing Date	App. No.	Pub. No.	Reg. No.	Status
2	3539	PCT	1 June 2005	PCT/IL2005/000568	WO/2005/119432	-	Lapsed
#	Our Ref	Country	Filing Date	App. No.	Pub. No.	Reg. No.	Status
3	3540	US Utility	1 June 2005	11/141,208	US 2006-0004756 A1		In Examination
Next Action and comments:							

Red Bend Ltd. – STATUS REPORT - 16-March-2009

PATENTS

1. Red Bend Ltd.

Optimizing delta size between two versions of a program - (Client Case: 002-USP "One Modified") - (MC0041206)

Country	App. No.	Our Ref.	Filed	Patent No./ Publication No.	Date of Grant/ Publication	Status/Next action
US Provisional	60/480,225	1460807	23/JUN/2003	-	-	Term ended
US Provisional	60/546,163	1523356	23/FEB/2004	-	-	Term ended
U. S. A.	10/873,173	1536093	23/JUN/2004	US2004/0267833	30/DEC/2004	Awaiting first Office Action (after restriction requirement)
PCT	IL2004/000559	1543800	23/JUN/2004	WO 2004/114130	29/DEC/2004	National phase entered

2. Red Bend Ltd.

Encoding delta between 2 versions of a program - (Client Case: 003-USP "Post Modified") - (MC0041275)

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
US Provisional	60/484,677	1463579	07/JUL/2003	-	-	Term ended
PCT	IL2004/000607	1544642	07/JUL/2004	WO 2005/003963	13/JAN/2005	National phase entered

U. S. A.	10/885,323	1544634	07/JUL/2004	US2005/0027758	03/FEB/2005	a) RCE filed b) Response to an Office Action due by April 22, 2009 (extendible); Awaiting client's instructions
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3. Red Bend Ltd.

Method of Reliable In-Place Update - (Client Case: 005-USP "Version Shifts") - (MC0043056)

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
US Provisional	60/552,752	1524644	15/MAR/2004	-	-	Term ended
PCT	IL2005/000296	1567015	15/MAR/2005	WO 2005/088448	22/SEP/2005	National phase entered
U. S. A.	10/593,051	1699941	15/MAR/2005	US2008/0320461	25/DEC/2008	Awaiting first Office Action

4. Red Bend Ltd.

A Method of Reliable In-place Update - (Client Case: 006-USP "Write Before Read Protection") - (MC0043296)

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
US Provisional	60/561,548	1531011	13/APR/2004	-	-	Term ended
PCT	IL2005/000392	1585918	13/APR/2005	WO 2005/101200	27/OCT/2005	National phase entered
U. S. A.	11/578,345	1698901	13/APR/2005	US2008/0196019	14/AUG/2008	Awaiting first Office Action

5. Red Bend Ltd.

**Method and System for Updating Content Stored in a Storage Device - (Client Case: 008-USP
"Backup Reduction") - (MC0045989)**

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
US Provisional	60/710,191	1585926	23/AUG/2005	-	-	Term ended
PCT	IL2006/000982	1598242	23/AUG/2006	WO 2007/023497	01/MAR/2007	National phase entered
U. S. A.	11/508,337	1691583	23/AUG/2006	US-2007-0050430	01/MAR/2007	Awaiting first Office Action

6. Red Bend Ltd.

**Method and System for Updating Content Stored in a Storage Device - (Client Case: 009-USP
"Compressed In-Place") - (MC0047122)**

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
US Provisional	60/723,939	1625680	06/OCT/2005	-	-	Term ended
PCT	IL2006/001165	1691435	05/OCT/2006	WO 2007/039907	12/APR/2007	National phase entered
U. S. A.	11/543,996	1691443	06/OCT/2006	US 2007-0083571	12/APR/2007	Awaiting first Office Action

7. Red Bend Ltd.

Method and System for In-Place Updating Content Stored in a Storage Device - (Client Case: 011-PC1 "No Backup") - (MC0048335)

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
U. S. A.	11/652,147	1658806	11/JAN/2007	US 2008/017258	17/JUL/2008	ABANDONED
PCT	IL2007/000048	1658814	11/JAN/2007			WITHDRAWN
PCT	IL2008/000054	1802875	13/JAN/2008	WO 2008/084488	17/JUL/2008	National Phase due by July 11, 2009
U. S. A.	11/997,134	1812585	13/JAN/2008			Awaiting first Office Action

8. Red Bend Ltd.

No-Mini OS - (Client Case: 012-USP "No-Mini OS") - (MC0054487)

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
US Provisional**	61/085,877	1824754	04/AUG/2008	-	-	Filing of counterpart patent applications due by August 4, 2009 after which application will lapse. Application filed at client's at their exclusive responsibility

9. Red Bend Ltd.

Pages Update - (Client Case: 014-USP "Pages Update") - (MC0054490)

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
US Provisional**	61/085,880	1824770	04/AUG/2008	-	-	Filing of counterpart patent applications due by August 4, 2009 after which application will lapse. Application filed at client's at their exclusive responsibility

10. Red Bend Ltd.

Pre update - (Client Case: 013-USP "Pre Update") - (MC0054491)

Country	App. No.	Our Ref.	Filed	Publication No.	Publication Date	Status/Next action
US Provisional**	61/085,879	1824788	04/AUG/2008	-	-	Filing of counterpart patent applications due by August 4, 2009 after which application will lapse. Application filed at client's at their exclusive responsibility

11. Emony Ltd. (Red Bend Ltd. – for National Phase)
Difference extraction between two versions of data-tables containing intra-references - (Client
Case: 001-PC "Two Modified") - (MC028745)

Country	App. No.	Our Ref.	Filed	Patent No./ Publication No.	Date of Grant/ Publication	Status/Next action
PCT	PCT/IL99/00446	1194760	18/AUG/1999	WO 00/11549	02/MAR/2000	National Phase Entered
U. S. A.	09/376,512	1194752	18/AUG/1999	6,546,552	08/APR/2003	Patent granted; Renewal payments monitored by client

** Each specified US Provisional application was filed at the client's end without Reinhold Cohn's assistance. The entire information which appears in this status report is derived solely from information client has provided and which has not been reviewed/verified whatsoever by our firm. Therefore, client bears all responsibility and/or liability for the accuracy of said information and any/all ramifications which relate to each of said filings (defects etc.).