

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amendment to U.S. Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Siano Mobile Silicon Ltd.	07/02/2009

RECEIVING PARTY DATA

Name:	Kreos Capital II Limited
Street Address:	47 Esplanade
City:	St. Helier
State/Country:	JERSEY
Postal Code:	JE 1 0BD

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	12149706
Application Number:	12149970
Application Number:	11884033
Application Number:	11887109
Application Number:	11918246
Application Number:	11802119
Application Number:	11704936
Application Number:	11822587

CORRESPONDENCE DATA

Fax Number: (617)526-5000

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

Phone: 617-526-6448

Email: janey.davidson@wilmerhale.com

Correspondent Name: Michael J. Bevilacqua, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

500911083

PATENT
REEL: 022959 FRAME: 0070

CH \$320.00 12149706

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:

110373146

NAME OF SUBMITTER:

Michael J. Bevilacqua

Total Attachments: 6

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**AMENDMENT TO
U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Amended IP Security Agreement**") dated July 2 2009, is made by (i) Siano Mobile Silicon Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, with offices located at Delta Building, Kfar Netter, Netanyaa, Israel, and (ii) Kreos Capital II Limited ("**Kreos**"), a company incorporated in Jersey under registered number 87844 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD.

WHEREAS, Kreos and the Grantor entered into an Amendment to that certain Loan Agreement (the "**Amended Loan Agreement**") dated June 11, 2009, to which an Amendment to Debenture - Floating Charge (the "**Amended Debenture - Floating Charge**") and an Amendment to Debenture - Fixed Charge (the "**Amended Debenture - Fixed Charge**"), in each case executed by the Grantor and Kreos, are attached as exhibits.

WHEREAS, Kreos and the Grantor entered into a U.S. Intellectual Property Security Agreement ("**IP Security Agreement**") dated January 29, 2008 which granted a security interest in certain patents and trademarks as recorded in the United States Patent and Trademark Office on February 5, 2008 at Reel 020466 and Frame 0676 and on February 5, 2008 at Reel 3713 and Frame 0432.

WHEREAS, under the terms of the Amended Debenture - Floating Charge, Grantor has agreed, among other things, to grant a floating charge over the intellectual property of Grantor to Kreos and under the Amended Debenture - Fixed Charge, Grantor has agreed, among other things, to grant a fixed charge over the intellectual property of Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Amended Debenture - Fixed Charge and the Amended Debenture - Floating Charge, to execute this Amended IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities on any intellectual property owned by it throughout the term of this Amended 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 Amended Debenture - Floating Charge and the Amended Debenture - Fixed Charge (collectively, the "**Amended Charge Agreements**"), Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications, 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**"), (ii) the trademarks, service marks, trade names and domain names, including but not limited to the registrations and applications therefor set forth in Schedule A hereto together with all goodwill

associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the "**Trademarks**"), and (iii) all copyrights and registrations and applications therefor set forth in **Schedule A** (the "**Copyrights**") currently owned by the Grantor or which shall be owned in the future by the Grantor (the "**Collateral**"). Schedule A shall be deemed to be automatically updated, and the Grantor shall promptly file amendments to Schedule A with the U.S. Patent and Trademark Office, upon the application for or acquisition of any new Patents or Trademarks in the United States and with the United States Copyright Office upon the application for or acquisition of any new registrations for Copyrights.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Amended 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 Amended Loan Agreement and related agreements (the "**Secured Obligations**").

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Amended IP Security Agreement.

Section 4. Power of Attorney. In the event that Kreos is permitted to receive the Collateral under the Amended Charge Agreements, Grantor hereby grants to Kreos power of attorney to inspect, take all necessary or desired action, and prosecute any Patents, Trademarks, Copyrights or applications for any of the foregoing that may be included in the Collateral.

Section 5. Right to Request Information. Kreos shall have the right to request, and Grantor shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

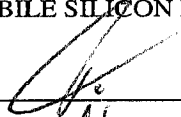
Section 6. Grants, Rights and Remedies. This Amended IP Security Agreement has been entered into in conjunction with the provisions of the Amended Loan Agreement and the Amended Charge Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Amended Loan Agreement and/or the Amended Charge Agreements and in the event of any contradiction between this Amended IP Security Agreement and the Amended Loan Agreement or the Amended Charge Agreements, the provisions of the Amended Loan Agreement or the Amended Charge Agreements 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 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 8. Termination. This Amended IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination, Kreos shall execute all documents necessary to remove the security interest granted thereto by Grantor hereunder.

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

SIANO MOBILE SILICON LTD.

By: 

Name: Alon Itou

Title: CEO

KREOS CAPITAL II LIMITED

By: _____

Name: _____

Title: _____

US1DOCS 7174815v1

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

SIANO MOBILE SILICON LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL II LIMITED

By: _____

Name: _____

Title: _____

Schedule A

- (i) Copyrights, in each work of authorship and derivative work and in the software and firmware related to the product of the Company as follows:

MDTV receivers:

SMS1010 – multi standard 1st generation – single chip

SMS11xx family – SMS1130, SMS1150, SMS1140 - multi standard 2nd generation – single chip

SMS118x – SMS1180, SMS1185 – CMMB – single chip for the Chinese technology and market

Reference designs:

1. Katana
2. YiTyan
3. Daisho
4. Bilbo

- (ii) Trademarks and trade names of the Company used in connection with said products;

- (iii) The design of said products;

(iv) Patent Applications and Registered Patents:

<u>Patent Application\Patent #</u>	<u>Filing Date</u>	<u>Owned By</u>	(1)	<u>Country</u>
12/149,706	07-May-08	“ “	“ “	USA
12/149,970	12-May-08	“ “	DIGITAL BROADCASTING FILLER DEVICE	USA
11/884,033	23-Jul-08	“ “	“ “	USA
11/887,109	27-Oct-08	“ “	“ “	USA
11/918,246	23-Dec-08	“ “	“ “	USA
11/802,119	21-May-07	“ “	“ “	USA
11/704,936	12-Feb-07	“ “	VIDEO CHANNEL ESTIMATION	USA
11/822,587	09-Jul-07	“ “	MEMORY REDUCTION IN DVB-H APPLICATIONS	USA
PCT/IL2007/000656	30-May-07	“ “	AUDIO ERROR DETECTION AND PROCESSING	PCT

(v) Trademarks Applications and Registered Trademarks:

<u>Trademark</u>	<u>Country</u>	<u>Classes</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
Siano - enabling TV EVERYWHERE	Israel	9	30-May-05	07-Aug-07	Registered. Deadline for renewal is: 30-May-2012	180964
Siano - enabling TV EVERYWHERE	Israel	42	30-May-05	07-Aug-07	Registered. Deadline for renewal is: 30-May-2012	180965

Siano - enabling TV EVERYWHERE	European Union	9, 42	03-Jun-05	12-Apr-06	Registered. Deadline for renewal is: 03- Jun-2015	4425666
Siano - enabling TV EVERYWHERE	United States	9, 42	01-Jun-05	11-Nov-08	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 11-Nov- 2014	3531014
SIANO MOBILE SILICON	United States	9, 35, 42	10-May-05	8-April-08	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 8-April- 2014	3410414

(vi) Domain names:

- 1, www.siano-ms.com