

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
Amadesa Ltd.	12/24/2009
RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drie
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11381660
Application Number:	12503295
Application Number:	12504265
CORRESPONDENCE DATA	
Fax Number:	(703)415-1557
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-415-1555
Email:	mail@specializedpatent.com
Correspondent Name:	Christopher E. Kondracki
Address Line 1:	1501 Wilson Boulevard
Address Line 2:	Suite 510
Address Line 4:	Arlington, VIRGINIA 22209
ATTORNEY DOCKET NUMBER:	9120813
NAME OF SUBMITTER:	Christopher E. Kondracki
Total Attachments: 8 source=Amadesa#page3.tif	

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 24, 2009 by and between SILICON VALLEY BANK, a California corporation ("Bank") and AMADESA LTD., a company formed under the laws of the State of Israel ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, and Amadesa, Inc. dated December 3, 2008, as amended by that certain Joinder and First Loan Modification Agreement by and among Bank, Grantor, and Amadesa, Inc. of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank and Grantor are entering into a Joinder and First Loan Modification Agreement dated as of the date hereof. Grantor wishes to grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Notwithstanding the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, those Copyrights, Patents, Trademarks, and Mask Works, now or hereafter existing, created, acquired or held, including, without limitation, those listed on Exhibits A, B, C, and D hereto, and:

1. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
2. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of

Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

Address of Grantor:

3 Hilaaron st. Ramat Gan  
ISRAEL

Attn: \_\_\_\_\_

AMADESA LTD.

By: Avi Kedui 

Title: C.T.O

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

AMADESA LTD.

By: \_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: Kurt Farnsworth

Title: PM

Attn: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

Ref. No.	Date	Title	Inventors
AMA-01-P <i>11/381,660</i>	May 4, 06	<b>OPTIMIZING FORMS FOR WEB PRESENTATION</b>	Avihai Ozana.
AMA-02-US 12/503,925	Jul. 25, 08 Jul. 16, 09	<b>METHOD AND SYSTEM FOR PROVIDING TARGETED CONTENT TO A SURFER</b>	Shlomo LAHAV (BT1)
AMA-03-US 12/504,265	Jul. 25, 08 Jul. 16, 09	<b>METHOD AND SYSTEM FOR CREATING A PREDECTIVE MODEL FOR TARGETING WEBPAGE TO A SURFER</b>	Shlomo LAHAV (BT2)



EXHIBIT C

Trademarks

Unregistered Trademarks:

- 1) Amadesa™
- 2) LiveExperience™
- 3) Amadesa Customer Experience Suite™
- 4) RecommendR™
- 5) ROI Roundtrip™
- 6) PageLift™
- 7) IntelliServe Engine™

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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