

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Amadesa Ltd.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/24/2009

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Corrective Document at R/F 023779/0521

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: US Zip: 95054

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

A. Patent Application No.(s)
12/503.925

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 1501 Wilson Boulevard
Suite 510

City: Arlington

State: VA Zip: 22209

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: mail@specializedpatent.com

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature:

Christopher E. Kondracki
Signature

01/25/2010

Date

Christopher E. Kondracki
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 193545 12503925

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

01/13/2010
 501064911

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 Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11381880
Application Number:	12503295
Application Number:	12504285
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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PATENT
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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.

Address of Grantor:

3 Hilazon St. Ramat Gan
ISRAEL

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

AMADESA LTD.

By: Ari Kedui Ari

Title: CTO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

W03 179540002/1598451/43

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.

Address of Grantor:

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

AMADESA LTD.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Kurt Lamms

Title: RM

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

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