

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
Axxana (Israel) Ltd.	07/01/2010

RECEIVING PARTY DATA

Name:	Kreos Capital III Limited
Street Address:	47 Esplanade
City:	St. Helier
State/Country:	JERSEY
Postal Code:	JE1 0BD

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7707453
Application Number:	12721580
Application Number:	61128283
Application Number:	12463438
Application Number:	60978278
Application Number:	12228315
Application Number:	61142410
Application Number:	12647565
Application Number:	61143842
Application Number:	61231025
Application Number:	61265766

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-6448

OP \$440.00 7707453

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**PATENT
 REEL: 024640 FRAME: 0312**

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ATTORNEY DOCKET NUMBER:	110373146
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NAME OF SUBMITTER:	Michael J. Bevilacqua
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Total Attachments: 6
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated July 1, 2010, is made by (i) Axxana (Israel) Ltd. (the "**Grantor**"), a company organized under the laws of the State of Israel, with offices located at 38 Habarzel St. (Lobby B) Tel-Aviv, 69710 Israel, and (ii) Kreos Capital III Limited ("**Kreos**"), a company incorporated in Jersey under registered number 05981165 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos and the Grantor entered into that certain Loan Agreement (the "**Loan Agreement**") dated July 1, 2010, to which a Debenture - Floating Charge (the "**Debenture - Floating Charge**") and a Debenture - Fixed Charge (the "**Debenture - Fixed Charge**"), in each case executed by the Grantor and Kreos, are attached as exhibits (the Debenture - Fixed Charge and the Debenture - Floating Charge, together, the "**Charge Agreements**"); and

WHEREAS, under the terms of the Debenture - Floating Charge, Grantor has agreed, among other things, to grant a floating 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 charge pursuant to the Debenture - Floating Charge, to execute this 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 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 Debenture - Floating Charge 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**"), all as 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 IP Security Agreement secures the performance of all

obligations and 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 (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 IP Security Agreement.

Section 4. Power of Attorney. In the event that Kreos is permitted to receive the Collateral under the Debenture- Floating Charge, 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 IP Security Agreement has been entered into in conjunction with 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, Kreos 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 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 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.

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

AXXANA (ISRAEL) LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL III LIMITED

By: _____

Name: _____

Title: _____

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

AXXANA (ISRAEL) LTD.

By: _____

Name: Elihu Ahrut

Title: CEO

KREOS CAPITAL III LIMITED

By: _____

Name: _____

Title: _____

SCHEDULE A

Patents

Issued Patents

Patent #	Issue Date	Owned By	Title
7,707,453	24/7/2010	Axxana (Israel) Ltd.	Remote data mirroring system

List of Patent Applications:

Patent Application #	Filing Date	Owned By	Title
8462/DELNP/2007	10/04/2006	Axxana (Israel) Ltd.	Remote data mirroring system
12/721,580	11/03/2010	Axxana (Israel) Ltd.	Remote data mirroring system
61/128,283	19/05/2008	Axxana (Israel) Ltd.	Increasing the Resilience of Disaster Recovery in the Presence of Rolling Disasters
12/463,438	11/05/2009	Axxana (Israel) Ltd.	Resilient Data Storage in the Presence of Replication Faults and Rolling Disasters
60/978,278	08/10/2007	Axxana (Israel) Ltd.	Fast data recovery system
12/228,315	11/08/2008	Axxana (Israel) Ltd.	Fast data recovery system
61/142,410	05/01/2009	Axxana (Israel) Ltd.	Disaster-proof data storage unit
12/647,565	28/12/2009	Axxana (Israel) Ltd.	Disaster-proof data storage unit
61/143,842	12/01/2009	Axxana (Israel) Ltd.	Disaster-proof cellular transmission
61/231,025	04/08/2009	Axxana (Israel) Ltd.	Determining Data Gap in Asynchronous Data Replication
61/265,766	02/12/2009	Axxana (Israel) Ltd.	Distributed Intelligent Network

Trademarks

Registration #	Registration Date	Owned By	Mark
3581382	24/02/2009	AXXANA (Israel) Ltd.	Axxana
3786750	11/05/2010	AXXANA (Israel) Ltd.	AXXANA PHOENIX SYSTEM

List of Trademark Applications:

Serial #	Filing Date	Owned By	Mark
77/669066	12/02/2009	AXXANA (Israel) Ltd.	AXXANA PHOENIX BLACK BOX
77821219	07/09/2009	AXXANA (Israel) Ltd.	PHOENIX- מעוצב
77821225	07/09/2009	AXXANA (Israel) Ltd.	RPO ZERO - לא מעוצב
77821224	07/09/2009	AXXANA (Israel) Ltd.	RPO ZERO- מעוצב

Domain Names:

1. ENTERPRISEDATARECORDING.COM
2. ENTERPRISEDATARECORDING.INFO
3. ENTERPRISEDATARECORDING.NET
4. ENTERPRISEDATARECORDING.ORG
5. RPO0.COM
6. RPO0.INFO
7. RPO0.NET
8. RPO0.ORG
9. RPOZERO.COM
10. RPOZERO.INFO
11. RPOZERO.NET
12. RPOZERO.ORG

Copyrights

None.