

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Lien Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Siano Mobile Silicon Ltd.	11/24/2010
RECEIVING PARTY DATA	
Name:	Plenus II Limited Partnership
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Name:	Plenus II (D.C.M.) Limited Partnership
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Name:	Plenus III Limited Partnership
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Name:	Plenus III (D.C.M.) Limited Partnership
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Name:	Plenus III (2) Limited Partnership
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
Name:	Plenus III (C.I.) L.P.

501361262

PATENT  
REEL: 025413 FRAME: 0501

CH \$360.00 12451741

Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	12451741
Application Number:	11822587
Application Number:	12149706
Application Number:	12149970
Application Number:	12461752
Application Number:	12461753
Application Number:	11884033
Application Number:	11887109
Application Number:	11918246

#### CORRESPONDENCE DATA

Fax Number: (703)892-4510  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7034861150  
 Email: pusdkt@em-lg.com  
 Correspondent Name: Eitan Mehulal c/o Landon IP  
 Address Line 1: 1725 Jamieson Ave  
 Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	973280-38-01
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NAME OF SUBMITTER:	Anat Sheinkin
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Total Attachments: 9

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 source=u.s. intellectual property security agreement#page4.tif  
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**Annex 4(I)(c)(3)**  
**Amendment to IP Security Agreement**

This Amendment (the "**Amendment**") to the IP Security Agreement (as defined below) is entered into as of November 24, 2010 by and among (i) **Siano Mobile Silicon Ltd.** (the "**Grantor**"), a company organized under the laws of the State of Israel (Company No. 51-3553867), with offices located at Delta Building, Kefar Netter, Netanya, Israel, and (ii) and the entities identified in the signature page below, with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel (collectively, "**Plenus**"), all of which shall be represented exclusively hereunder by Plenus Management (2004) Ltd. and Plenus Management III 2007 Ltd. (collectively, "**Plenus Management**").

**WITNESSETH**

**WHEREAS**, on June 27, 2010, the Grantor and Plenus entered into that certain U.S. Intellectual Property Security Agreement (the "**IP Security Agreement**") entered into in connection with that certain loan agreement entered into by and among the Grantor, Siano Mobile Silicon, Inc. (the "**Parent**") and the Lenders dated as of the same date (the "**Loan Agreement**"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the IP Security Agreement.

**WHEREAS**, in order to induce the Plenus to enter into that certain Amendment to the Loan Agreement dated November 24, 2010 by and among the Grantor, the Parent and the Lenders, the parties are willing to amend the terms of the IP Security Agreement as further set forth herein below.

**NOW THEREFORE**, the parties hereto hereby agree as follows:

1. Any reference in the IP Security Agreement to the "Loan Agreement", "Fixed Charge Agreement", "Floating Charge Agreement", "Charge Agreements", and "Transaction Agreements", shall be deemed to refer to the applicable agreement, its respective Amendment dated November [ ] 2010, and to any future amendments thereto, if any, as amended or supplemented from time to time.
2. Other than as specifically set forth herein, the IP Security Agreement shall remain in full force and effect with no changes.

*[signature page to follow]*


IN WITNESS WHEREOF, Grantor and Plenus have caused this Amendment to the 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:

  
ALON IRONI  
CEO

**Plenus II, Limited Partnership**

By: PLENUS MANAGEMENT (2004) LTD.

By:

**Plenus II (D.C.M), Limited Partnership**

By: PLENUS MANAGEMENT (2004) LTD.

By:

**Plenus III, Limited Partnership**

By: PLENUS MANAGEMENT III 2007 LTD.

By:

**Plenus III (D.C.M), Limited Partnership**

By: PLENUS MANAGEMENT III 2007 LTD.

By:

**Plenus III (2), Limited Partnership**

By: PLENUS MANAGEMENT III 2007 LTD.

By:

**Plenus III (C.I), L.P**

By: PLENUS MANAGEMENT III 2007 LTD.

By:

*[Signature Page to Amendment to IP Security Agreement]*

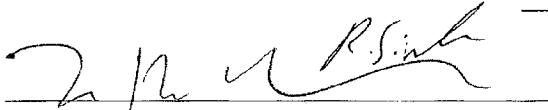
IN WITNESS WHEREOF, Grantor and Plenus have caused this Amendment to the IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SIANO MOBILE SILICON LTD.**

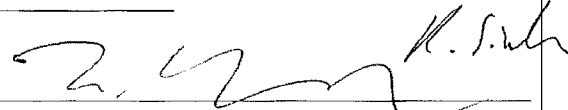
By: \_\_\_\_\_

Name: \_\_\_\_\_

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



**Plenus II, Limited Partnership**



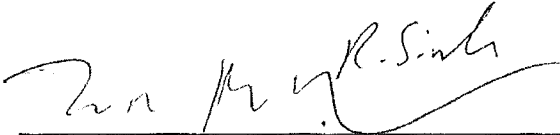
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By: PLENUS MANAGEMENT (2004) LTD.

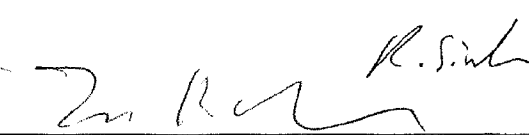
By: PLENUS MANAGEMENT (2004) LTD.

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

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



**Plenus III, Limited Partnership**



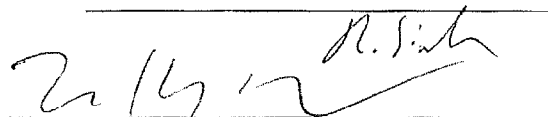
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By: PLENUS MANAGEMENT III 2007 LTD.

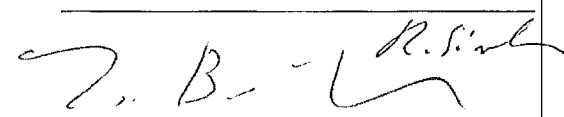
By: PLENUS MANAGEMENT III 2007 LTD.

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

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



**Plenus III (2), Limited Partnership**



**Plenus III (C.I), L.P**

By: PLENUS MANAGEMENT III 2007 LTD.

By: PLENUS MANAGEMENT III 2007 LTD.

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

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

[Signature Page to Amendment to IP Security Agreement]

## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated June 28, 2010, is made by (i) Siano Mobile Silicon Ltd. (the "Grantor"), a company organized under the laws of the State of Israel (Company No. 51-3553867), with offices located at 6 Hagavish St., Netanya, Israel, and (ii) and the entities identified in the signature page below, with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel (collectively, "Plenus"), all of which shall be represented exclusively hereunder by Plenus Management (2004) Ltd. and Plenus Management III 2007 Ltd. (collectively, "Plenus Management").

WHEREAS, Grantor and Plenus have entered into that certain Loan Agreement, dated June 28, 2010 ("Loan Agreement"), to which a Floating Charge Agreement (the "Floating Charge Agreement") and a Fixed Charge Agreement (the "Fixed Charge Agreement"), executed by the Grantor and Plenus, were attached as exhibits; and

WHEREAS, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of Plenus and under the Fixed Charge Agreement a fixed charge on the intellectual property of Grantor for the benefit of Plenus, 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 and other governmental authorities (if and to the extent required) 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:

1. **General.** The Preamble to this Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Loan Agreement.
2. **Grant of Security.** Subject to, and without derogating from, the provisions of the Floating Charge Agreement and the Fixed Charge Agreement (collectively, the "Charge Agreements"), Grantor hereby grant to Plenus a security interest in and to all of such Grantor's right, title and interest (as set forth in the Charge Agreements) and to the following (the "Collateral"):
  - 2.1. all current and future United States patents and pending applications therefore 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, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
  - 2.2. all current and future United States trademarks and service marks and pending applications thereof owned by the Grantor, including but not limited to the trademarks and service marks and trademarks and service marks 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 "Trademarks");
  - 2.3. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right,

but not the obligation, to sue for and collect, or otherwise recover, such damages;  
and

2.4. any and all proceeds of the foregoing.

Section 3. 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 now or hereafter existing under or in respect of the Transaction Agreements or otherwise from the Grantor or any of its affiliates.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. 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 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 (as defined in the Loan Agreement). The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, Plenus with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements, as applicable 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 (as the case may be) 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, other than matters related to the internal affairs of Plenus, 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Plenus 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.

**SIANO MOBILE SILICON LTD.**

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

Name: ALON IRON **Siano Mobile Silicon Ltd.**

Title: CEO

**Plenus II, Limited Partnership**

By: PLENUS MANAGEMENT (2004) LTD.

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

**Plenus II (D.C.M), Limited Partnership**

By: PLENUS MANAGEMENT (2004) LTD.

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

**Plenus III, Limited Partnership**

By: PLENUS MANAGEMENT III 2007 LTD.

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

**Plenus III (D.C.M), Limited Partnership**

By: PLENUS MANAGEMENT III 2007 LTD.

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

**Plenus III (2), Limited Partnership**

By: PLENUS MANAGEMENT III 2007 LTD.

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

**Plenus III (C.D), L.P**

By: PLENUS MANAGEMENT III 2007 LTD.

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

IN WITNESS WHEREOF, Grantor and Plenus 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.

**SIANO MOBILE SILICON LTD.**

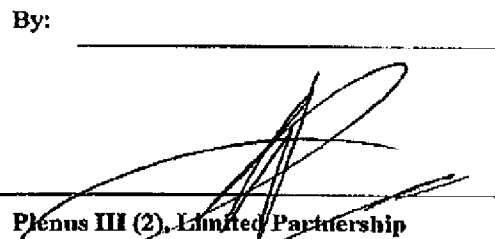
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
Plenus II, Limited Partnership

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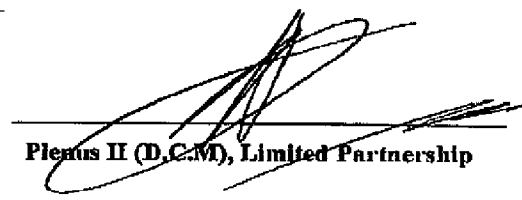
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Plenus III, Limited Partnership

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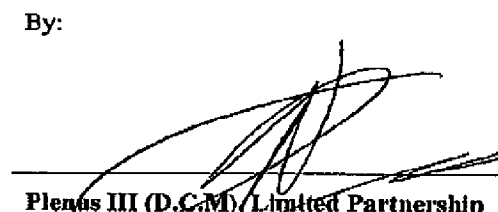
By: \_\_\_\_\_  
  
Plenus III (2), Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

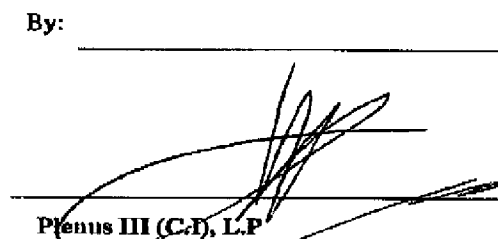
By: \_\_\_\_\_

  
Plenus II (D.C.M.), Limited Partnership

By: PLENUS MANAGEMENT (2004) LTD.

By: \_\_\_\_\_  
  
Plenus III (D.C.M.), Limited Partnership

By: PLENUS MANAGEMENT III 2007 LTD.

By: \_\_\_\_\_  
  
Plenus III (C&D), L.P.

By: PLENUS MANAGEMENT III 2007 LTD.

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

SCHEDULE A

Patents

File number	Application number
P-10083-CN	200810130894.0
P-10083-US	12/149,706
P-10451-US	12/149,970
P-11141-CN	200910175872.0
P-11141-US	12/461,752
P-11142-CN	200910178629.4
P-11142-US	12/461,753
P-11143-CN	201010143306.4
P-11145-CN	201010116541.2
P-11146-CN	201010157114.9
P-11147-CN	201010115835.3
P-11148-CN	200910246590.5
P-9113-US	11/884,033
P-9114-US	11/887,109
P-9115-US	11/918,246
P-9649-US	11/822,587
P-9650-US	12/451,741

**Siano Mobile Silicon Ltd.  
STATUS REPORT OF TRADEMARKS**

Page 1 of 1  
02-Jun-2010  
Client 973280

File	Mark	Countr	Classes	Owner	Application Date Number	Registration Date Number	File	Status
T-8033-09-IL	Siano - enabling TV EVERYWHERE	Israel	09	Siano Mobile Silicon Ltd.	30-May-05 180964	07-Aug-07 180964	Registered	Registered. Deadline for renewal is: 30-May-2012
T-8033-42-IL	Siano - enabling TV EVERYWHERE	Israel	42	Siano Mobile Silicon Ltd.	30-May-05 180965	07-Aug-07 180965	Registered	Registered. Deadline for renewal is: 30-May-2012
T-8033-EU	Siano - enabling TV EVERYWHERE	European Union	09, 42	Siano Mobile Silicon Ltd.	03-Jun-05 004425266	12-Apr-06 004425266	Registered	Registered. Deadline for renewal is: 03-Jun-2015
T-8033-US	Siano - enabling TV EVERYWHERE	United States	09, 42	Siano Mobile Silicon Ltd.	01-Jun-05 78840907	11-Nov-08 3531014	Registered	Registered. Deadline to file 6th Year Affidavit of Use, and if applicable Declaration of Incontestability is: 11-Nov-2014