

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ECtel Ltd.	05/05/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	cVidya 2010 Ltd.
<b>Street Address:</b>	3 Sapir Street
<b>City:</b>	Herzliya
<b>State/Country:</b>	ISRAEL
<b>Postal Code:</b>	46733
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6731730
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)732-3232
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	212 238-8610
<b>Email:</b>	flaws@clm.com
<b>Correspondent Name:</b>	Keith D. Nowak, Carter Ledyard & Milburn
<b>Address Line 1:</b>	2 Wall Street
<b>Address Line 4:</b>	New York, NEW YORK 10005
<b>ATTORNEY DOCKET NUMBER:</b>	CVI01.001
<b>NAME OF SUBMITTER:</b>	Keith D. Nowak
<b>Total Attachments: 23</b> source=CVI01_001_Name_Change#page1.tif source=CVI01_001_Name_Change#page2.tif source=CVI01_001_Name_Change#page3.tif source=CVI01_001_Name_Change#page4.tif source=CVI01_001_Name_Change#page5.tif	

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STATE OF ISRAEL

MINISTRY OF JUSTICE THE REGISTRAR OF COMPANIES

THE COMPANIES LAW - 1999

CERTIFICATE OF NAME CHANGE OF A  
COMPANY

Pursuant to my authority under Section 31 (b) of the Companies Law 1999, I  
hereby certify that the company

E C TEL LTD.

Changed its name, and from now on will be called

CVIDYA 2010 LTD

The original Certificate was issued on March 3, 2010.

Given under my signature in Jerusalem  
on the 05 day of the month of May

21

Iyar

in the year 2010

5770(Jewish Calendar)

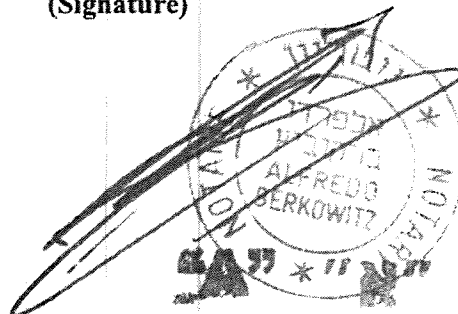
Company No 520044462

THE REGISTRAR OF  
COMPANIES.

(-)

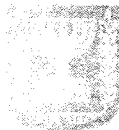
Seal of the  
Registrar of Companies

(Signature)



PATENT

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מדינת ישראל  
חוק החברות התשנ"ט - 1999

## תעודת שינוי שם של חברה

תעודה משוחזרת

הנני מאשר בזה כי על סמך החלטה ובהתאם לסעיף 31 (ב) לחוק  
החברות התשנ"ט - 1999 שינתה החברה

אי סי טל בע"מ

E C TEL LTD.

את שמה ומעתה תקרא בשם

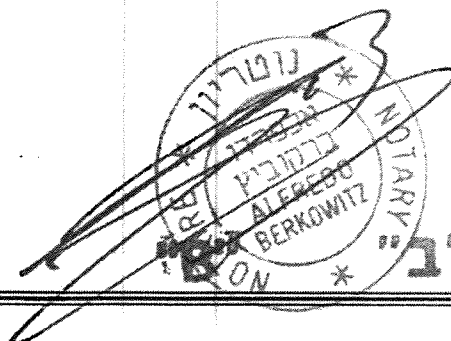
סיבידיה 2010 בע"מ

CVIDYA 2010 LTD

התעודה המקורית הופקה ב-11.03.2010  
ניתן בחתימת ידי בירושלים

כ"א אייר תש"ע  
05/05/2010

מס' חברה 520044462



## CERTIFICATION OF TRANSLATION

I THE UNDERSIGNED,

**ALFREDO BERKOWITZ**

NOTARY, at Tel Aviv, ISRAEL.....  
4, Berkowitz St. Sixth Floor Tel-Aviv, Israel.  
hereby declare that am well.....  
acquainted with the.....

**HEBREW**  
And  
**ENGLISH**

languages, and that the above document  
(the attached document marked "A") is a  
correct.....

**ENGLISH**

translation (prepared by me) of the.....  
original document (an exact copy of the...  
original document).....

drawn up in.....

**HEBREW**

language, which has been produced to me  
(the attached document marked "B").....

In witness whereof I certify the.....  
correctness of the said translation.....  
BY MY SIGNATURE AND SEAL THIS.....

NOTARY SEAL

SIGNATURE

אישור נכונות  
תרגום

אני הח"מ

אלפרדו ברקוביץ

נוטריון.....  
מרח' ברקוביץ מס' 4 קומה ו' תל-אביב, ישראל  
מצהיר כי אני שולט היטב בשפות.....  
לשפה.....

עברית  
-ו-  
אנגלית

של מסמך זה המצורף והמסומן.....  
באות "א" הוא תרגום מדויק.....  
לשפה.....

אנגלית

של המסמך המקורי/העתק מדויק של.....  
המסמך המקורי הערוך.....

בשפה.....

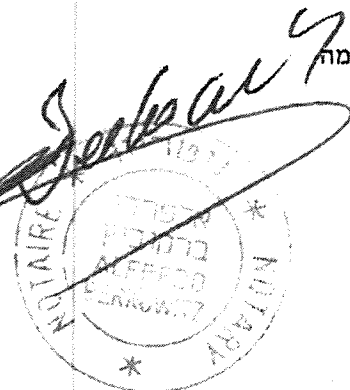
עברית

שהוצג בפני ואשר מקורו/העתק צילומי.....  
ממנו מצורף ומסומן באות "ב".....  
ולראיה הנני מאשר את דיוק התרגום.....  
הנ"ל בחתימת ידי ובחותמתי.....  
היום.....

May 13, 2010

שכר בסך 191 + מ.ע.מ. שולם/טרם שולם

חתימה



PATENT

REEL: 026210 FRAME: 0694



# APOSTILLE

(Convention de la Haye du 5 Octobre 1961)

1. STATE OF ISRAEL  
This public document
  2. Has been signed by ALFREDO BERKOWITZ  
Advocate
  3. acting in capacity of Notary
  4. bears the seal/stamp of  
the above Notary
  5. at the district court of Tel Aviv-Jaffa
  6. Date 16. 05. 2010
  7. by an official appointed by  
Minister of Justice under the  
Notaries Law, 1976
  8. Serial number
  9. Seal/Stamp
  10. Signature
- מדינת ישראל  
מסמך ציבורי זה  
נחתם בידי  
עו"ד אלפרדו ברקוביץ  
המכהן בתור נוטריון  
נושא את החותם/החותמת  
של הנוטריון הנ"ל  
אושר  
בבית המשפט המחוזי, תל אביב-יפו  
ביום  
על ידי מי שמונה בידי שר  
המשפטים לפי חוק הנוטריונים,  
התשל"ו-1976  
מס' סידורי 7654  
החותם/החותמת  
חתימה



– Confidential –

**Fixed Charge Agreement**

This **Fixed Charge Agreement** (hereinafter: the “**Agreement**”) is drafted and signed on October 31, 2010, by and between Cvidya 2010 Ltd., a company incorporated according to the laws of the State of Israel (Company No. 52-004446-2), whose offices are located at 3 Sapir Street, Herzliya, Israel (hereinafter: the “**Mortgagor**”), and the entities which are identified on the signature page below, whose offices are located at 16 Abba Eban Boulevard, Herzliya Pituach, Israel (hereinafter jointly: “**Plenus**”), and which are exclusively represented below by the companies known as Plenus Management (2004) Ltd. and Plenus Management III (2007) Ltd. (hereinafter jointly: “**Plenus Management**”).

WHEREAS Plenus and the parent company of the Mortgagor, Cvidya Systems Ltd. (hereinafter: the “**Parent Company**”) entered into a loan and credit agreement (hereinafter: the “**Loan and Credit Agreement**”) dated January 7, 2010; and

WHEREAS Plenus and the Parent Company entered into credit agreements dated October 23, 2006 and March 12, 2009, and the ancillary documents thereto (hereinafter jointly: the “**Prior Credit Agreements**”); and

WHEREAS pursuant to the terms of the Loan and Credit Agreement, the Parent Company undertook that the Mortgagor would entered into this Agreement in order to secure the Secured Undertakings (as this term is defined below):

**NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:**

1. The Preamble to this Agreement constitutes an integral part hereof. The meanings of all of the terms which appear in bold type and are not differently defined in this Agreement shall be the meanings which were given to the terms as set forth above in the Loan and Credit Agreement.
2. In order to secure the timely payment of all of the amounts which are due or likely to be due to Plenus pursuant to the Transaction Agreements (as this term is defined in the Loan and Credit Agreement), the Loan and Credit Agreement, the Prior Credit Agreements or in any other manner from the Mortgagor or from any of the entities affiliated thereto or to which it is affiliated (hereinafter jointly: the “**Secured Undertakings**”), the Mortgagor hereby unconditionally encumbers and grants to Plenus a first-degree fixed charge (hereinafter: “**Fixed Charge**”) on all of the Intellectual Property (as this term is defined below) which is currently owned by the Mortgagor and, as is relevant, owned by any of the Subsidiaries of the Mortgagor (as this term is defined below), or which shall be owned by

the Mortgagor or owned by any of the Subsidiaries of the Mortgagor in the future, including, *inter alia*, any and all registered and unregistered Intellectual Property, and applications for the registration of Intellectual Property, throughout the world (hereinafter jointly: the “**Sureties**”). The Sureties shall include, but shall not be limited to, (i) the Mortgagor’s registered Intellectual Property, according to the list in **Appendix B**, and (ii) applications for the registration of Intellectual Property, as set forth in **Appendix B**, and (iii) Intellectual Property which is unregistered, as at the date of this Agreement, as described briefly in **Appendix A**, which is attached to this Agreement. For the purposes of clarification, it is hereby stated that, as at the date of this Agreement, the entities affiliated to the Mortgagor do not own any Intellectual Property whatsoever.

3. As long as the Fixed Charge remains in effect, the Mortgagor undertakes:
- (i) To inform Plenus, in writing, each quarter, of any additional applications for the registration of Sureties, and to take all of the measures which shall be required in order to amend **Appendix B** so as to reflect the filing of new applications as set forth above, and so as to reflect any new registrations as set forth above.
  - (ii) Without derogating from that set forth above, the Mortgagor shall prepare and shall file before the appropriate authorities, without delay, the appropriate documents as required for the purpose of registering the Fixed Charge on the Sureties, in order to protect Plenus’s rights pursuant to this Agreement, and shall also cause the registration of the Fixed Charge (or of an equivalent to the Fixed Charge) in each of the countries in which Intellectual Property is registered or in which applications for the registration of Intellectual Property have been filed as set forth above.
  - (iii) Without derogating from that set forth above and/or from any other provision which is included in the Loan and Credit Agreement or the Prior Credit Agreements, as is relevant, within no more than 14 business days after the date of receipt of a request in writing from Plenus, the Mortgagor shall provide Plenus with a letter, duly signed by the CEO and the CFO of the Parent Company, which sets forth a detailed listing of the patents and trademarks and the applications for the registration of patents and trademarks, as set forth above, of the Mortgagor, the Parent Company and any of the Subsidiaries, as at the date set forth above, and shall confirm that the appropriate charges in favor of Plenus have been created, as required pursuant to the Transaction Agreements, with regard to any such Intellectual Property.
  - (iv) Without derogating from that set forth above, in any event of registration, or the filing of any application for the registration of Intellectual Property in the name of any of the Subsidiaries or the entities affiliated with the Mortgagor, the Mortgagor shall take, without delay, all of the measures which shall be required in order to cause the



Subsidiary or affiliated entity as set forth above to sign an agreement which is essentially similar to this Agreement and to file the appropriate documents.

The Mortgagor shall bear all of the costs related to the registration and perfection of the Fixed Charge, and to the removal of any such Charge, pursuant to the provisions of this Agreement and/or the Loan and Credit Agreement

For the purposes of this Agreement, (i) “**Subsidiary**” shall refer to any entity in which at least the majority of the securities or any other relationship of ownership which confers a voting right (whether absolute or contingent), for the purpose of electing Directors or other persons who fulfill similar functions, is directly or indirectly controlled by the Mortgagor and/or of any of the Mortgagor’s other Subsidiaries, or any other entity in which more than fifty percent (50%) of the securities or other relationships of ownership which confer a voting right for the purpose of electing Directors (or other officeholders who fulfill similar functions) of the entity as set forth above are directly or indirectly controlled by the Mortgagor, and (ii) “**Intellectual Property**” or “**Intellectual Property Rights**” shall be deemed to include (i) copyrights; (ii) patents and any rights conferred thereby, and all of the registrations and renewals of registrations in all matters regarding patents as set forth above; (iii) trademarks, service marks, including translations, adaptations, derivatives and any combinations of marks as set forth above, and all of the registrations and renewals of registrations in all matters regarding marks as set forth above; (iv) all original topographies, and all of the registrations and renewals of registrations in all matters with regard thereto; and (v) all of the copyrighted computer software in each of the cases as set forth above, on a worldwide basis, and all of the copies and tangible manifestations thereof, or of any part thereof, in any form or in any medium whatsoever.

To preclude all doubt, the Mortgagor’s undertakings which are included in Section 3 above shall be deemed to constitute a material provision of this Agreement.

4. It is hereby agreed that the acceleration provisions which appear in Section 3 of the Loan and Credit Agreement, and the undertakings which are set forth in Section 5 of the Loan and Credit Agreement, in each individual case, as they shall be amended from time to time, are included within this Agreement by virtue of the mention thereof; provided, however, that Sections 3 and 5 of the Prior Credit Agreements shall be included within this Agreement by virtue of the mention thereof, in all matters regarding the Secured Undertakings pursuant to the Prior Credit Agreements.
  - (a) The Mortgagor shall take any measure, as it shall see fit, at its reasonable commercial discretion, to preserve the Mortgagor’s registered Intellectual Property Rights which are required, at its exclusive discretion, for the purpose of conducting its business, in the full force and applicability thereof, including, *inter alia*, the use of the appropriate

markings and notices as set forth under law, and the Mortgagor shall refrain from any action, or shall knowingly refrain from taking any measure, as a result of which the validity of any registered Intellectual Property Rights could be canceled; provided, however, that as long as no Event of Acceleration (as this term is defined in the Loan and Credit Agreement or the Prior Credit Agreement, as relevant) shall have occurred or continued, the Mortgagor shall not be subject to any duty of use or preservation of any of the Mortgagor's registered Intellectual Property Rights which are (a) exclusively related to any product or work which has been terminated, abandoned or completed or which is in the process of termination, abandonment or completion; (b) replaced by Intellectual Property which is similar to the registered Intellectual Property which is likely to be abandoned or canceled in any other manner, as long as the failure to use or to preserve registered Intellectual Property Rights as set forth above is not capable of exerting a materially adverse influence on the validity of any replacement Intellectual Property as set forth above, and as long as replacement Intellectual Property Rights as set forth above are subject to the Fixed Charge which is created pursuant to this Agreement; (c) essentially identical to other replacement Intellectual Property Rights which remain in effect, as long as the failure to use or to preserve registered Intellectual Property Rights as set forth above is not capable of exerting a materially adverse influence on the validity of any replacement Intellectual Property as set forth above, and as long as replacement Intellectual Property Rights as set forth above are subject to the Fixed Charge which is created pursuant to this Agreement; or (d) the Mortgagor has not determined with regard thereto, at its exclusive discretion, that they are required for the purpose of conducting its business as said business is conducted today or is proposed to be conducted.

- (b) The Mortgagor shall take reasonable measures to discover infringements of the registered Intellectual Property Rights and to protect the registered Intellectual Property from any infringements whatsoever. In any event of infringement, improper use or other prejudice, from any material standpoint, to any of the Mortgagor's registered Intellectual Property Rights by a third party, the Mortgagor, (x) immediately upon becoming aware of the infringement, improper use or other prejudice as set forth above, shall give notice in writing to that effect to Plenus without delay, and (y) should the Mortgagor see fit in accordance with the circumstances of the case, it shall file an action with respect to the infringement, improper use or other prejudice, shall seek a legal remedy by means of an injunction, as necessary, and shall collect any compensation which is due with respect to the infringement, improper use or other prejudice, or shall take other measures, as the Mortgagor shall see fit in accordance with the circumstances of the case, in order to protect the registered Intellectual Property as set forth above.

- (c) The Mortgagor, at all times, shall maintain insurance which covers the Mortgagor's assets, as is customary for a company of its size, at its stage of development and in the sector in which the Mortgagor operates, and, in any event, the insurance coverage as set forth above shall be maintained with prestigious insurance companies, and at a scope and to an extent which are at least equivalent to the insurance policies which are in effect as at the Closing Date.
  - (d) Subject to the provisions which are included in this Agreement, but without derogating from the undertakings which are set forth in Section 5 of the Loan and Credit Agreement or in Section 5 of the Prior Credit Agreement, as is relevant, the Mortgagor shall refrain, without having obtained the consent of Plenus Management in advance and in writing: (a) from selling any item of the Intellectual Property and/or any part of the Sureties; or (b) from assigning or transferring or encumbering in any other manner any item of the Intellectual Property and/or any part of the Sureties, in a manner which is not in line with the ordinary course of the Mortgagor's business.
- 4.1 The Mortgagor hereby declares as follows (and the declarations as set forth herein shall take effect on the Closing Date of the Loan and Credit Agreement):
- (i) The Sureties are free and clear of any encumbrance, pledge or attachment in favor of any other person or entity whatsoever.
  - (ii) All of the Intellectual Property Rights and the confidential information related or referring to any Intellectual Property which was created by the Mortgagor or on its behalf, or which was created by the Mortgagor's employees, consultants or contractors, are solely and exclusively owned by the Mortgagor, with the sole exception of licenses which were granted by the Mortgagor to third parties in the routine and ordinary course of the Mortgagor's business, as business as set forth above is currently conducted.
  - (iii) There is no limitation, in any provision of an agreement to which the Mortgagor or [typo, probably "any"] of the Mortgagor's Subsidiaries is party, which prohibits the creation of an encumbrance and/or a charge on the Sureties, and accordingly, the Mortgagor is not aware of any law or regulation which applies to this matter and which is likely to prevent Plenus from being able to sell, transfer and/or dispose of the Sureties freely, pursuant to the provisions of this Agreement, the Loan and Credit Agreement or the Prior Credit Agreements, as is relevant, without the consent or approval of any third party whatsoever or of any State authority whatsoever, with the exception that, in all matters regarding technology and Intellectual Property which were developed through the use of funding which was granted by the Office of the Chief Scientist (hereinafter: the

“**Office of the Chief Scientist**”) at the Ministry of Industry and Trade (hereinafter: “**Funded Know-How**”), the sale, assignment and/or transfer of the Funded Know-How shall be subject to the provisions of the laws and regulations of Israel which apply to this matter, and subject to the Mortgagor’s undertakings vis-à-vis the Office of the Chief Scientist.

- (iv) The Mortgagor holds all of the authority and permission required for the creation of the Fixed Charge which is imposed upon the Sureties pursuant to the provisions of this Agreement.
- (v) The Sureties are not currently subject to assignment or other disposal which is likely to derogate from the value of the Sureties.
- (vi) There are no existing powers of attorney, authorizations or assignments or delegation of powers pursuant to such powers of attorney, which permit the taking of any action whatsoever on behalf of the Mortgagor in any matter related to the Sureties, other than as required pursuant to the provisions of this Agreement.

4.2 Requirement for giving of notice. Without derogating from the provisions of the Loan and Credit Agreement, the Prior Credit Agreements or any other requirement for giving of notice which is set forth in this Agreement or in the Agreements as set forth above, the Mortgagor shall give notice in writing to Plenus, without delay, with regard to (i) any material change for the worse in the condition or value of the Sureties which is known to the Mortgagor, and with regard to any other event which is likely to exert a materially adverse influence on the condition or value of the Sureties which is known to the Mortgagor, including, but not limited to, any claim or demand which was raised in any matter regarding the Sureties, or (ii) any procedures which were launched or which are likely to be launched (to the best of the Mortgagor’s knowledge) for the appointment of a special manager, a temporary liquidator, a temporary receiver or a trustee with regard to all or any part of the Sureties, and, should an official entity as set forth above be appointed, with regard to the appointment thereof; or (iii) the imposition of an attachment upon the Sureties.

5. Representations and undertakings. The Mortgagor hereby represents and undertakes as set forth in Section 4 of the Loan and Credit Agreement, insofar as the representations and undertakings as set forth above are related to the Sureties, and the representations and undertakings as set forth above, and the exceptions to said representations and undertakings, as set forth in the table of exceptions which is attached to the Loan and Credit Agreement as Appendix 4 thereto, are included within this Agreement by virtue of the mention thereof.

6. Exercise of the Fixed Charge; authorization; independence of the Fixed Charge. Plenus shall be entitled to exercise the Fixed Charge (pursuant to the provisions of this Agreement), starting on the date on which any amount which is owed to Plenus on account of the Secured Undertakings which have not yet been repaid becomes due for repayment, as a result of the occurrence of one of the Events of Acceleration, all as set forth in greater detail in Section 3 of the Loan and Credit Agreement or in Section 3 of the Prior Credit Agreement, as is relevant, and provided that, without derogating from the provisions of the Loan and Credit Agreement or the Prior Credit Agreements, Plenus shall give notice in writing to the Mortgagor, five days in advance, with regard to its intention of exercising the Fixed Charge in any case of failure to make timely payment of any of the Secured Undertakings following the occurrence of an Event of Acceleration; *provided, however*, that Plenus shall not be required to give notice in writing as set forth above, should it be determined by Plenus, at its reasonable discretion, that it is highly probable that the giving of notice would prejudice Plenus's rights or its ability to exercise the Fixed Charge or to collect the Secured Undertakings.

The Fixed Charge which is created in favor of Plenus shall be independent of any other encumbrances which have been created in favor of Plenus by the Mortgagor, the Parent Company or entities affiliated thereto. The Fixed Charge shall not affect and shall not be affected by any other encumbrances as set forth above and shall serve as a continuous surety which shall remain in effect until the removal of the Charge pursuant to the provisions which are contained in this Agreement and/or in the Loan and Credit Agreement and the Prior Credit Agreements.

7.

- 7.1 Power of attorney. Subject to the provisions of applicable law in this matter and without derogating from the Mortgagor's undertakings pursuant to the Prior Credit Agreements, the Loan and Credit Agreement or this Agreement, the Mortgagor hereby irrevocably appoints Plenus Management as its true legal representative, with complete powers of substitution, which is authorized to act on behalf of the Mortgagor and at its expense in all matters related to the Sureties, and the appointment as set forth above shall take effect on the date on which the Secured Undertakings become due for repayment as a result of the occurrence of an Event of Acceleration, for the purpose of performing any action which is directed toward attaining the objectives of this Agreement, including, but not limited to, signing, in the name of the Mortgagor, any documents which shall be necessary, in the opinion of Plenus Management, to secure Plenus's rights pursuant to this Agreement in all matters related to the Sureties vis-à-vis third parties.

- 7.2 Receiver. Subject to the provisions of applicable law in this matter, on the date on which any amount which is owed to Plenus on account of the Secured Undertakings which have not yet been repaid becomes due for repayment, as a result of the occurrence of one of the Events of Acceleration, Plenus shall be entitled to take any and all measures, as it shall see fit, in order to collect the Secured Undertakings, including, but not limited to, the appointment, according to applicable law in this matter, of a receiver or a manager (hereinafter: the “**Receiver**”). Subject to the provisions of any applicable law in this matter, the Receiver shall hold all of the powers which are conferred upon him under law or any other limited power which shall be conferred upon him by the Court. The Mortgagor alone shall be responsible for paying the Receiver’s fees and expenses, all subject to applicable law in this matter and without increasing the Receiver’s liability under law. Subject to any applicable law in this matter or to a ruling, order or decision by a competent court in this matter, the Receiver shall be authorized, *inter alia*, but subject to applicable law in this matter, to carry out the following:
- 7.2.1 To take possession of the Sureties, and for this purpose, to take any measures on behalf of the Mortgagor or to act in any other manner, as the Receiver shall see fit.
  - 7.2.2 To sell or to agree to the sale of the Sureties, in whole or in part, or to transfer them in any other manner and according to terms as the Receiver shall see fit.
  - 7.2.3 To make another arrangement with regard to the Sureties or any part thereof, as the Receiver shall see fit.
  - 7.2.4 To institute legal procedures, to continue legal procedures or to defend itself within the framework of legal procedures, and to make any arrangement or settlement, as the Receiver shall see fit, in any matter related to the Sureties.
  - 7.2.5 To make and execute any amendments, improvements and insurance in all matters related to the Sureties.
  - 7.2.6 To appoint managers, officeholders and agents for the purpose of each of the objectives set forth above, and to pay them reasonable salaries, as the Receiver shall see fit.
  - 7.2.7 To perform operations and any other actions which, in the opinion of the Receiver, are ancillary or contribute to the powers set forth above.
- 7.3 Additional costs related to the exercise of the Fixed Charge. Without derogating from that set forth above, the Mortgagor shall pay, upon demand, all of the costs, charges

and expenses (including legal fees) which were born by Plenus for the purpose of enforcing its rights and the remedies conferred pursuant thereto. It shall be possible to collect costs, charges and expenses as set forth above from the Mortgagor as part of the Secured Undertakings.

8. Registration of a Fixed Charge / removal of a Fixed Charge. The Mortgagor shall ensure the rapid and timely registration of (i) this Fixed Charge with the Registrar of Companies in Israel and in the Register of Patents and Trademarks which is kept by the Registrar of Patents and Trademarks in Israel, as well as with any other State entity or other authority throughout the world with which the Intellectual Property of the Mortgagor or of any of the Mortgagor's Subsidiaries is registered, (ii) the right of lien with the United States Patent and Trademark Office (USPTO) (which, for the purposes of this Agreement, shall be deemed to constitute part of the Fixed Charge, *mutatis mutandis*), and (iii) with other competent authorities in this matter throughout the world, and shall bear all of the costs and expenses in all matters related to the registrations as set forth above. The Fixed Charge shall be removed upon the final and full payment of all of the Secured Undertakings, and for this purpose, Plenus shall sign and shall provide to the Mortgagor without delay, within seven days of the date of final payment as set forth above, all of the documents and legal instruments which are necessary for the removal of the Fixed Charge upon the final and full payment of all of the Secured Undertakings which are due to Plenus.
9. Non-limitation of the Secured Undertakings. The secured amount to which the Fix Charge pursuant to this Agreement applies shall be determined pursuant to the provisions of the Transaction Agreements, the Prior Credit Agreements and other agreements which are ancillary to the agreement set forth above, and any other agreement between Plenus and the Mortgagor, as is relevant. Upon the exercise of the Fixed Charge, payment to Plenus shall be made in the following order: (i) costs, expenses and taxes, (ii) interest, (iii) any other payments which are due pursuant to the provisions of the Loan and Credit Agreement, the Prior Credit Agreements and the Debit Agreement (with the exception of payment with respect to the principal of the credit payments), and any other payment between Plenus and the Mortgagor or the Parent Company, and thereafter, (iv) payment of the principle of the credit payments pursuant to the Loan and Credit Agreement, the Prior Credit Agreements or any other agreement between Plenus and the Mortgagor or the Parent Company.
10. Miscellaneous
  - 10.1 Applicable law; instance for resolution of differences. This Agreement shall be governed and interpreted by the laws of the State of Israel, irrespective of the provisions with regard to conflict of laws which are set forth therein. Any difference which shall arise within the framework or in the context of this Agreement shall be exclusively resolved in the competent court of Tel Aviv, Israel.

Each of the Parties hereby irrevocably expresses its consent to the exclusive jurisdiction of the courts as set forth above, and waives in advance, and agrees to refrain from, the raising of any objection whatsoever to the area of jurisdiction or the convenience of its location.

10.2 Heirs and assigns. Other than pursuant to other limitations which are expressly imposed in this Agreement, the provisions of the Agreement shall remain in effect and shall be binding upon the heirs and assigns of the Parties to this Agreement.

10.3 Assignment of rights. Other than pursuant to any provision to the contrary which is expressly established in this Agreement, each of the Parties to the Agreement shall refrain from assigning or transferring any right or undertaking whatsoever of its rights or undertakings, in the absence of the consent of the other Party thereto, in advance and in writing, and shall not unreasonably withhold its consent as set forth above. Notwithstanding any provision to the contrary which is set forth in this Agreement, but subject to the next sentence, Plenus shall be entitled to assign or transfer its rights and undertakings pursuant to this Agreement to each of the Permitted Transferees (as this term is defined in the Loan and Credit Agreement), and shall not be required to obtain the consent of the Mortgagor. The transfer of rights and undertakings by Plenus to a Permitted Transferee shall be subject to an undertaking in writing, by the Permitted Transferee, that the Permitted Transferee takes upon itself all of Plenus's undertakings pursuant to the Loan and Credit Agreement, or the Prior Credit Agreements, as is relevant, and pursuant to this Agreement. All of the provisions which are included in this Section 10.3 above, shall apply, *mutatis mutandis*, to the transfer of rights and undertakings by a Permitted Transferee.

10.4 Notices. All of the notices and other communications, the delivery of which to one of the Parties to this Agreement is required or permitted pursuant to this Agreement, shall be notices in writing and shall be sent by registered mail, postage paid in advance, or by e-mail or facsimile, or shall be delivered in another manner by hand or by messenger, to the following addresses:

If the notice is intended for the Mortgagor – to the address set forth above – for the attention of the CEO and CFO of the Mortgagor; with a copy to the Parent Company, at the address set forth above;

If the notice is intended for Plenus – to the address set forth above – for the attention of Ms. Ruthie Simcha;



or to any other address, or for the attention of any other person, as either of the Parties shall notify the other Party in writing, as set forth above. Any notice which shall be sent pursuant to the provisions of this Section shall be deemed to have been delivered to its destination (i) if sent by postal mail, upon the expiry of two (2) business days from the date and time of dispatch thereof, (ii) if sent by messenger, on the date and time of delivery thereof, and (iii) if sent by e-mail, on the date and time of transmission thereof, provided that an electronic read receipt shall have been received, or – if the message was sent and received on a day which is not a business day – on the first business day after the transmission thereof, provided that an electronic read receipt shall have been received.

- 10.5 Amendment; exemption. The amendment of any of the conditions set forth in this Agreement, and the exemption from the duty of compliance with each of the terms set forth herein (either in advance or retroactively, and either generally or in a specific case), shall only be possible subject to the consent of the Mortgagor and of Plenus in writing. Any delay or failure in the exercise of any right, power or remedy whatsoever which is available to either of the Parties, in any case of breach or non-fulfillment of any provision pursuant to this Agreement shall not be deemed to constitute an exemption from the duty of compliance in any other case of breach or non-fulfillment, whether said other case occurred before or after the time in question. Any remedies, whether pursuant to this Agreement or under law or conferred in any other manner upon either of the Parties, shall be cumulative and not alternative remedies.
- 10.6 Generality of the Agreement. This Agreement, the Prior Credit Agreements, the Loan and Credit Agreement and the ancillary documents to these Agreements constitute the entire understanding and convention by and between the Parties for all intents and purposes related to the matters set forth therein. The Preamble, the Appendices and the tables which are attached to this Agreement constitute an integral part hereof.
- 10.7 Copies. This Agreement may be signed in any number of copies, and each copy as set forth above, upon signature thereof, shall be deemed to constitute an original copy, but all of the copies as set forth above shall jointly constitute a single, identical document.
- 10.8 Section headings. The section headings were included in this document for the sole purpose of convenience in reading and shall not be considered as part of the Agreement for any other purpose, nor shall any material applicability be conferred upon them.

- 10.9 Severability of sections. Should it be determined, in any jurisdiction, that any provision of this Agreement or any undertaking pursuant hereto is invalid, illegal or unenforceable, this shall not affect or detract from the validity, legality or enforcement of the remaining provisions or undertakings, or of any provision or undertaking in another jurisdiction.
- 10.10 Persistence of representations and undertakings. All of the representations and undertakings made in this Agreement shall be in effect prior to the signature and execution of this Agreement.
- 10.11 Expenses. Without derogating from the provisions contained in this Agreement, the Mortgagor shall bear the expenses involved in all matters regarding the preparation, submission, perfection and removal of the Fixed Charge pursuant to this Agreement.

**In witness whereof** the Parties have ethics of their signatures to this Agreement, on the date set forth in the Preamble hereto.

[Signature]

**Cvidya 2010 Ltd.**

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

Name: Alon Aginsky

Position: CEO

**Plenum II, Limited Partnership**

[Signature]

By: Plenus Management (2004) Ltd.

By: Ruthie Simcha, Director

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

[Signature]

By: Plenus Management (2004) Ltd.

By: Ruthie Simcha, Director

**Plenum III, Limited Partnership**

[Signature]

By: Plenus Management III 2007 Ltd.

By: Ruthie Simcha, Director

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

[Signature]

By: Plenus Management III 2007 Ltd.

By: Ruthie Simcha, Director

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

[Signature]

By: Plenus Management III 2007 Ltd.

By: Ruthie Simcha, Director

**Plenum III (C.I.), Limited Partnership**

[Signature]

By: Plenus Management III 2007 Ltd.

By: Ruthie Simcha, Director

**Appendix A**

The Intellectual Property of the Mortgagor (including registered Intellectual Property) shall include, but shall not be limited to, the following:

1. A table which includes a list of the existing registered Intellectual Property Rights and all of the applications for the registration of Intellectual Property Rights, as set forth in Appendix B which is attached to this Agreement, as it shall be amended from time to time.
2. All of the claims for compensation with respect to any past, present and future infringement of any of the Mortgagor's Intellectual Property, and all of the rights to compensation or indemnification which are likely to accrue to the Mortgagor as the result of prejudice to, or theft or infringement of, the Sureties.
3. All of the insurance policies or the monies received with respect thereto in all matters regarding the Intellectual Property as set forth above.
4. All of the Intellectual Property which shall be registered after the date of this Agreement and before the full payment of the Secured Undertakings, and which is owned by the Mortgagor or owned by any of its Subsidiaries.

*Translated from the Hebrew  
Rina Ne'eman Hebrew Language Services, Inc.*

**Appendix B**

**Registered Intellectual Property and applications for the registration of Intellectual  
Property**

File Ref.	Country	Filing No.	Filing date
G001/US	USA	08/201980	February 25, 1994
G002/IL	Israel	130894	July 12, 1999
G002/US	USA	09/613465	July 10, 2000
G004/IL	Israel	130893	July 12, 1999
G004/US	USA	09/613462	July 10, 2000
G006/IL	Israel	146823	November 29, 2001
G006/US	USA	09/995792	November 29, 2001
G008/FR	France	02080056.1	December 3, 2002
G008/IL	Israel	152194	October 9, 2002
G008/PT	Portugal	02080056.1	December 3, 2002
G008/UK	United Kingdom	02080056.1	December 3, 2002
G008/US	USA	10/265611	October 8, 2002
G009/IL	Israel	161217	April 1, 2004
G010/US	USA	10/495495	November 13, 2002
G011/US	USA	11/570775	June 19, 2005
G012/US	USA	12/600516	May 20, 2008

TM file reference	TM/SM	Country	Filing date
GT002/IL	QUALIVIEW	ISRAEL	November 5, 2002
GT002/US	QualiView	USA	March 6, 1995
GT003/EP	FraudView	EPC	May 26 9099
GT003/IL	FRAUDVIEW	ISRAEL	November 5, 2002
GT003/US	FraudView	USA	November 21, 2007
GT006/IL	QUALINET	Israel	November 5, 2002
GT008/IL	QUALIWEB	Israel	November 5, 2002
GT011/IL	SS7COUNTER	Israel	November 5, 2002
GT012/EP	CashView	EPC	June 28, 1999
GT012/IL	CASHVIEW	Israel	November 5, 2002
GT013/IL	IC-GUARD	Israel	November 5, 2002
GT013/US	IC-Guard	USA	November 24, 1999
GT014/IL	PROFEDGE	Israel	November 5, 2002
GT015/IL	NETRACE	Israel	November 5, 2002
GT016/EP	I-Probe	EPC	September 7, 2000
GT016/IL	I-PROBE	Israel	November 5, 2002
GT016/US	I-PROBE	USA	September 20, 2000
GT017/IL	SIGVIEW	Israel	November 5, 2002
GT017/US	SIGVIEW	USA	September 20, 2000
GT018/IL	X-ELLENC	Israel	November 5, 2002
GT019/IL	X-PERTVIEW	Israel	November 5, 2002
GT019/US	X-pertView	USA	September 20, 2000
GT027/EP	NGN FRAUDVIEW	EPC	May 2, 2003
GT027/IL	NGN FRAUDVIEW	Israel	November 5, 2002
GT028/EP	HAWKEYE	EPC	May 5, 2003
GT028/IL	HAWKEYE	Israel	November 5, 2002

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GT029/EP	QUALIVOIP	EPC	May 2, 2003
GT029/IL	QUALIVOIP	Israel	November 5, 2002
GT030/EP	QUALIMOBILE	EPC	May 2, 2003
GT030/IL	QUALIMOBILE	Israel	November 5, 2002
GT032/EP	PRE-VIEW	EPC	June 30, 2003
GT032/IL	PRE-VIEW	Israel	January 21, 2003
GT033/IL	VALUEROUTE	Israel	February 27, 2003
GT035/IL	FLOWGUARD	Israel	May 28, 2003
GT036/IL	SERVGUARD	Israel	May 28, 2003
GT038/EP	INTEGRATED REVENUE MANAGEMENT	EPC	April 24, 2006
GT039/EP	IRM	EPC	April 24, 2006
GT039/IL	IRM	Israel	November 1, 2005
GT039/US	IRM	USA	April 10, 2006
GT040/IL	BILLVIEW	Israel	June 14, 2009
GT041/IL	BUSINESSVIEW	Israel	June 14, 2009
GT042/IL	IMPACTVIEW	Israel	June 14, 2009
GT043/IL	RISKVIEW	Israel	June 14, 2009
GT044/IL	ROAMVIEW	Israel	June 14, 2009
GT045/IL	RAP	Israel	June 14, 2009

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*Rina Ne'eman Hebrew Language Services, Inc.*

Grant No.	Grant date	Status	
5539804	July 23, 1996	Granted	
130894	March 11, 2004	Granted	
6731730	May 4, 2004	Granted	
130893	March 11, 2004	Granted	
6718023	April 6, 2004	Granted	
146823	December 6, 2006	Granted	
7142651	November 28, 2006	Granted	
1318655	April 16, 2008	Granted	
152194	February 19, 2010	Granted	
1318655	March 16, 2008	Granted	
1318655	April 16, 2008	Granted	
		Allowed	
		In examination	
		In examination	
		In examination	
		Filed	

Filing number	Reg. date	TM status	
160372	October 2, 2003	Registered	Decision not to renew
74/643,039	October 29, 1996	Registered	Decision not to renew
1192624	July 11, 2000	Registered	
160373	October 2, 2003	Registered	
765684,250	July 8, 2008	Filed	
160374	October 2, 2003	Registered	Decision not to renew
160375	October 2, 2003	Registered	Decision not to renew
160376	December 4, 2003	Registered	Decision not to renew
1226331	July 4, 2000	Registered	Decision not to renew
160377	October 2, 2003	Registered	Decision not to renew
160378	February 3, 2004	Registered	Decision not to renew
75/857081	December 3, 2002	Decision to abandon	Decision not to renew
160379	March 3, 2004	Registered	Decision not to renew
160380	September 9, 2004	Registered	Decision not to renew
1843127	January 21, 2002	Registered	
160381	September 1, 2004	Registered	
76/131809	July 29, 2003		
160383	December 4, 2003	Registered	Decision not to renew
160384	December 4, 2003	Registered	Decision not to renew
76/131811	September 16, 2003	Registered	Decision not to renew
3151883	October 27, 2004	Registered	Decision not to renew
160385	December 4, 2003	Registered	Decision not to renew
3153111	September 3, 2004	Registered	Decision not to renew
160386	August 3, 2004	Registered	Decision not to renew



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3151891	August 23, 2004	Registered	Decision not to renew
160387	October 2, 2003	Registered	Decision not to renew
3151867	May 27, 2004	Registered	Decision not to renew
160388	October 2, 2003	Registered	Decision not to renew
3234085	September 16, 2005	Registered	Decision not to renew
162354	January 4, 2004	Registered	Decision not to renew
163002	January 4, 2004	Registered	Decision not to renew
164613	May 5, 2004	Registered	Decision not to renew
164614	May 5, 2004	Registered	Decision not to renew
5035332	March 23, 2007	Registered	Decision not to renew
5035316	March 23, 2007	Registered	Decision not to renew
184855	August 7, 2007	Registered	Decision not to renew
765658148	October 21, 2008	Registered	Decision not to renew
221638		Allowed	
221633		Under examination	
221634		Allowed	Decision not to renew
221635		Allowed	Decision not to renew
221636		Allowed	Decision not to renew
221637		Under examination	