

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Southpoint Master Fund LP	03/21/2012
RECEIVING PARTY DATA	
Name:	IXI Mobile (R&D) Ltd.
Street Address:	11 Moshe Levi Street
City:	Rishon Lezion
State/Country:	ISRAEL
PROPERTY NUMBERS Total: 48	
Property Type	Number
Patent Number:	6845097
Patent Number:	6909878
Patent Number:	6957045
Patent Number:	7013112
Patent Number:	7016334
Patent Number:	7016648
Patent Number:	7039033
Patent Number:	7124222
Patent Number:	7167680
Patent Number:	7227847
Patent Number:	7295532
Patent Number:	7299008
Patent Number:	7340216
Patent Number:	7356571
Patent Number:	7366901
Patent Number:	7392066

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Patent Number:	7426398
Patent Number:	7451409
Patent Number:	7465068
Patent Number:	7474886
Patent Number:	7498951
Patent Number:	7551590
Patent Number:	7551593
Patent Number:	7551896
Patent Number:	7552124
Application Number:	10454967
Application Number:	10619857
Application Number:	10664390
Application Number:	10666776
Application Number:	10706173
Application Number:	10755058
Application Number:	10797695
Application Number:	10809663
Application Number:	10820682
Application Number:	10846186
Application Number:	10846187
Application Number:	10846197
Application Number:	10872290
Application Number:	10872576
Application Number:	10913585
Application Number:	10913643
Application Number:	10916990
Application Number:	10968655
Application Number:	10968682
Application Number:	10968683
Application Number:	11097643
Application Number:	11097644
Application Number:	11097645

CORRESPONDENCE DATA

Fax Number:

Email: alewin@israel-patents.co.il

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: JMB Davis Ben-David

Address Line 1: 1 Hamarpe Street

Address Line 2: PO Box 45087

Address Line 4: Jerusalem, ISRAEL

ATTORNEY DOCKET NUMBER:

2064/901

NAME OF SUBMITTER:

Aaron Lewin

Total Attachments: 2

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March 21, 2012

Ladies and Gentlemen:

Re: **Letter of Termination- Security Agreement**

Reference is hereby made to that certain First Raking Security Agreement dated June 19, 2006 by And between IXI Mobile (R&D) Ltd., IXI Mobile, Inc. (collectively the "Debtors") and Southpoint Master Fund LP, in its capacity as agent for the benefit of the Lender and the Leumi Guarantors (the "Collateral Agent") (the "Security Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to the in the Security Agreement.

WHEREAS, pursuant to Section 7 of the Security Agreement, the Security Agreement and the security interest granted to the Collateral Agent pursuant thereto shall terminate upon the indefeasible payment in full of the Obligations, and upon such termination the Collateral Agent will execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence the termination of the security interest granted therein or the release of the Collateral; and

WHEREAS, the Security Agreement was previously terminated such that it is currently considered null and void and has no force and affect;

NOW, THEREFORE, the Collateral Agent, in its capacity as agent for the benefit of the Lender and the Leumi Guarantors, hereby confirms its consent to the release of the assignment and the removal of the pledge in its favor, in all the assets underlying the Collateral, including without limitation with respect to the assets indentified in Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this Letter of Termination as of the date first written above.

**COLLATERAL AGENT:**

Southpoint Master Fund LP

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

Name: John S. Clark II

Title: Managing Partner

**AGREED AND ACCEPTED:**

**DEBTORS:**

**IXI Mobile, Inc.**

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

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

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

**IXI Mobile (R&D), Inc.**

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

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

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

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**PATENT**  
**REEL: 028055 FRAME: 0578**

## EXHIBIT A

<u>Serial No.</u>	<u>Patent No.</u>	<u>Publication No.</u>
09990424	6845097	US20030095521
10224749	6909878	US20040203368
10014721	6957045	US20030083011
10023525	7013112	US20030114105
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10298753	7016648	US20030143952
09850399	7039033	US20020163895
10736927	7124222	US20050132111
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10800381	7227847	US20050201291
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10681758	7299008	US20050078608
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10846187		US20050255833
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10968682		US20060083187
10968683		US20060084478
11097643		US20060219542
11097644		US20060223504
11097645		US20060223593