

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
Leviathan Wind Farm Aerodynamics Ltd.	12/09/2012
RECEIVING PARTY DATA	
Name:	Dr. Mark Friedman Ltd.
Street Address:	Moshe Aviv Tower, 54F, 7 Jabotinsky
City:	Ramat Gan
State/Country:	ISRAEL
Postal Code:	52520
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13322580
CORRESPONDENCE DATA	
Fax Number:	1234567890
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	972-3-6114100
Email:	patents@friedpat.com
Correspondent Name:	Dr. Mark Friedman Ltd.
Address Line 1:	Moshe Aviv Tower, 54F, 7 Jabotinsky
Address Line 4:	Ramat Gan, ISRAEL 52520
ATTORNEY DOCKET NUMBER:	4728
NAME OF SUBMITTER:	Mark M. Friedman
Total Attachments: 7 source=20121225102228221#page1.tif source=20121225102228221#page2.tif source=20121225102228221#page3.tif source=20121225102228221#page4.tif source=20121225102228221#page5.tif source=20121225102228221#page6.tif source=20121225102228221#page7.tif	

CH \$40.00 13322580

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement") is between

Lewatthen Wind Farm Development Ltd. ("Debtor")

and

Dr. Mark Friedman Ltd.

("Secured Party").

R E C I T A L S:

Debtor has received services from Secured Party relating to the prosecution and acquisition of certain intellectual property rights for which payment of monies are due and outstanding.

As security for its payment of monies due and outstanding the Debtor has agreed to grant Secured Party a security interest in its intellectual property rights on the terms set forth in this Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Grant:** Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following intellectual property (all of the following items being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and each application for a Patent ("Patent Application"), referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof;

(2) all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement or breach of any Patent referred to in Schedule 1 or license thereto, and any Patent issued pursuant to a Patent Application referred to in Schedule 1 or license thereto.

2. **Obligation.** This security interest is given as security for all indebtedness and obligations owed by Debtor to Secured Party, whether now existing or hereafter incurred, under this Patent Security Agreement together with all extensions, modifications, or renewals thereof (hereinafter referred to, collectively, as the "Obligation").

3. **Proceeds.** As used in this Patent Security Agreement, the term "proceeds" means all products of the Patent Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Patent Collateral, all property received wholly or partly in trade or exchange for any of the Patent Collateral, all leases of any of the Patent Collateral, and all rents, revenues, issues, profits,

and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Patent Collateral or any interest therein.

4. **Title; Filing.** Debtor warrants that, except as previously disclosed in writing to Secured Party, it is the owner of the Patent Collateral free and clear of all liens, claims, and encumbrances of whatever kind or nature. Debtor covenants that so long as any portion of the Obligation remains unpaid, Debtor will not execute or file a financing statement or security agreement covering the Patent Collateral to anyone other than Secured Party, except in the ordinary course of business or as otherwise allowed. Debtor agrees to sign and deliver one or more financing statements or supplements thereto or other instruments as Secured Party may from time to time require in order to comply with the Uniform Commercial Code or other applicable law to preserve, protect and enforce the security interest of Secured Party and to pay all costs of filing such statements or instruments. In addition, the Secured Party shall have the right to promptly file a financing statement to perfect Secured Party's interest in the Patent Collateral.

5. **Care of Collateral.** Debtor will at all times warrant and defend Debtor's ownership and possession of the Patent Collateral, keep the Patent Collateral free from all liens, claims, encumbrances and security interests; pay when due all taxes, license fees, maintenance fees, and other charges upon the Patent Collateral or the income therefrom; and not misuse, conceal or in any way use or dispose of the Patent Collateral unlawfully or contrary to the provisions of this Patent Security Agreement. Loss of, damage to, or un-collectability of the Patent Collateral or any part thereof will not release Debtor from any of its obligations hereunder.

6. **Default.** A default hereunder will occur if any of the following events occur: (1) Debtor fails to pay any portion of the Obligation when due; (2) Debtor fails to perform any undertaking or materially breaches any warranty or covenant in this Patent Security Agreement; (3) any statement, representation or warranty of Debtor under this Patent Security Agreement is untrue in any material respect when made; (4) Debtor becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against it alleging that it is insolvent or unable to pay its debts as they mature; (5) dissolution of Debtor; (6) an attachment, garnishment, execution or other process is issued or a lien filed against any property of Debtor, which is not removed within a reasonable period of time; and (7) Debtor transfers an interest in any of the Patent Collateral contrary to the provisions of this Patent Security Agreement without the prior written consent of Secured Party other than in the ordinary course of business. Waiver of any default will not constitute a waiver of any other or subsequent default.

7. **Remedies.** Upon the occurrence of any default hereunder at any time thereafter, all of the Obligation will, at the election of Secured Party and without notice of such election, or demand for payment, become immediately due and payable and Secured Party will have the remedies of a secured party under the applicable law.

8. **General.** The waiver by Secured Party of any breach of any provision of this Patent Security Agreement or warranty or representation herein set forth will not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Secured Party will not operate as a waiver of such right. All rights and remedies herein provided are cumulative. Debtor may not assign its rights or delegate its duties hereunder without Secured Party's written consent. This Patent Security Agreement may not be altered or amended except by writing signed by all the parties hereto.

9. **Governing Law.** This Patent Security Agreement will be governed by and construed and interpreted in accordance with the laws of USA. Any provision hereof found to be invalid will not invalidate the remainder. All words used herein will be construed to be of such gender and number as the circumstances require. This Patent Security Agreement binds Debtor, its successors and assigns, and inures to the benefit of Secured Party, its successors and assigns.

10. **Notices.** Any notice or other communication hereunder must be given in writing and either (i) delivered in person, (ii) transmitted by telefacsimile, provided that any notice so given is also mailed as provided in clause (iii), or (iii) mailed, postage prepaid, or by an overnight delivery service.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

DEBTOR:

Leviathan Wind Farm Development
a Israeli corporation

By: MD FARB
Name: MD FARB
Title: Owner

SECURED PARTY:

Dr. Mark Friedman Ltd.
a Israeli corporation

By: Mark Friedman

Name:
Title: CEO

לויטתון וינד פארם דבולופמנט
LEVIATHAN WIND FARM
AERODYNAMICS LTD
5145423433

Dr. Mark Friedman LTD.
Patent Attorneys
Moshe Aviv Tower, 54th Floor
7 Jabotinsky Street
Ramat Gan, Israel 52520

Schedule 1

File #	US Patent or Application #	Patent/Application Name	Owned by
4728/6	13/322,580	Manufacture of wind turbine enhancement systems	Leviathan Wind Farm Aerodynamics Ltd

Mark Daniel Phil


**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
LEVIATHAN WIND FARM AERODYNAMICS LTD.**

DECEMBER 9, 2012

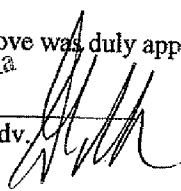
The undersigned, being the sole director (the "Sole Director") of LEVIATHAN WIND FARM AERODYNAMICS LTD., an Israeli company (the "Company"), hereby consents to the following resolutions which shall be deemed validly adopted resolutions and shall have the same force and effect as if adopted and done at a duly called meeting of the Board of Directors of the Company:

IT IS HEREBY RESOLVED, to approve the entry by the Company into the Patent Security Agreement in the form attached herein as Exhibit A, according to which the company creates a first degree fixed charge and pledge over patents and patents applications as listed in Schedule 1 of said agreement in favor of Dr. Mark Friedman LTD. and the attached Friedman-Farb agreement of Dec 2012.

IT IS HEREBY FURTHER RESOLVED, that Daniel Farb is hereby authorized and empowered to take any action as may be deemed by him to be necessary or appropriate to carry out the foregoing resolutions, including, without limitation, the execution and delivery of all required forms, documents and other instruments required to carry out the foregoing resolution.


Daniel Farb

I certify that the above was duly approved by the [Board/Shareholders] of the Company:


Daniel K. Gamulka
Daniel Gamulka Adv.
Lic # 3582

10919/1000/4080384/1

**WRITTEN CONSENT OF THE SHAREHOLDERS OF
LEVIATHAN WIND FARM AERODYNAMICS LTD.**

The undersigned, constituting all the Shareholders (the "**Shareholders**") of Leviathan Wind Farm Aerodynamics Ltd., an Israeli corporation (the "**Company**"), acting in lieu of a meeting pursuant to the Companies Law - 1999 and the Articles of Association of the Company (the "**Articles**"), do hereby consent in writing to the following resolutions and actions, which shall be deemed validly adopted resolutions and validly taken actions and shall have the same force and effect as if adopted and done at a duly called meeting of the Shareholders and direct that this consent be delivered to the Company:

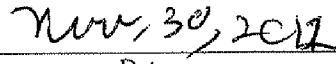
WHEREAS, the Board of Directors of the Company has previously approved the entry by the Company into the Patent Security Agreement in the form attached herein as **Exhibit A**.

THEREFORE, IT IS HEREBY RESOLVED, to approve the entry by the Company into the Patent Security Agreement in the form attached herein as **Exhibit A**.

IN WITNESS WHEREOF, the undersigned, being all the Shareholders of the Company, do hereby consent to the foregoing action as of the last date written below.



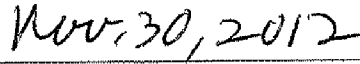
Dr. Daniel Farb



Date



Leviathan Energy Renewables Ltd.



Date

לִיְתָן אֶנֶרְגִּיּוֹת מִתְחַדָּשׁוֹת בֶּע"מ
LEVIATHAN ENERGY
RENEWABLES LTD
מס' חברה 514398890

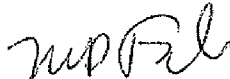
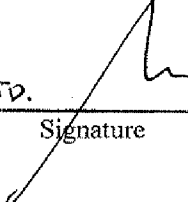
[SIGNATURE PAGE TO LEVIATHAN WIND FARM AERODYNAMICS LTD. SHAREHOLDERS
RESOLUTION]

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**PATENT
REEL: 029539 FRAME: 0022**

The parties agree as follows:

1. Mark Friedman Ltd. ("lender") will extend the Leviathan Energy companies an additional 150,000 shekels of credit in return for placing liens on the companies' US patents.
2. If, by January 1, 2016, the money currently owed to lender is not repaid, then the Leviathan Energy companies assign ownership of these patents to lender. The companies may release the liens from this agreement at a cost of 250,000 shekels per patent till the entire debt is repaid.
3. The companies may license these patents to other companies during this time period.
4. This document applies to the attached Patent Security Agreement and Assignments.

Dec. 9, 2012	CEO	M.D. FARB	
Date	Title	Name	Signature
9.12.12	CEO	DR. MARK FRIEDMAN LTD.	
Date	Title	Name	Signature