

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
ClickTale Ltd.	01/30/2013
RECEIVING PARTY DATA	
Name:	Plenus Management
Street Address:	12 Abba Eben Blvd.
City:	Herzliya Pituach
State/Country:	ISRAEL
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7941525
Application Number:	13052729
Application Number:	61645331
CORRESPONDENCE DATA	
Fax Number:	8668643947
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-401-7157
Email:	patent@myerswolin.com
Correspondent Name:	MYERS WOLIN, LLC
Address Line 1:	100 HEADQUARTERS PLAZA
Address Line 2:	North Tower, 6th Floor
Address Line 4:	MORRISTOWN, NEW JERSEY 07960-6834
ATTORNEY DOCKET NUMBER:	IP SECURITY AGREEMENT
NAME OF SUBMITTER:	Brian S. Myers
Total Attachments: 5 source=US IP Security Agreement- Executed_2#page1.tif source=US IP Security Agreement- Executed_2#page2.tif source=US IP Security Agreement- Executed_2#page3.tif source=US IP Security Agreement- Executed_2#page4.tif source=US IP Security Agreement- Executed_2#page5.tif	

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated January 30, 2013, is made by (i) **ClickTale Ltd.** (the "**Grantor**"), a company organized under the laws of the State of Israel (Company No. 51-384388-8), with offices located at 2 Shoham St., Paz 2 Building Ramat Gan 52521, 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 Credit Line Agreement dated January 30, 2013 (the agreement, as amended from time to time, the "**Credit 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 Credit 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), including 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.

Notwithstanding any other provisions of this IP Security Agreement, the grant to Plenus of a security interest in the Collateral shall not prevent Grantor from acting with respect to the Collateral as and to the extent set forth in the Credit Agreement, the Floating Charge Agreement and the Fixed Charge Agreement.

Section 2A. Termination. This IP Security Agreement shall terminate upon repayment in full of all amounts due to the Lenders pursuant to the Transaction Agreements and the termination of the Revolving Facility, in accordance with the provisions of the Credit Agreement. Upon such termination, Plenus Management shall promptly execute any and all documents reasonably required by the Company and the Subsidiary in order to remove the charges and liens created pursuant to this IP Security Agreement and this IP Security Agreement shall expire.

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 Credit Agreement and the Charge Agreements. 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 Credit Agreement and/or the Charge Agreements, as applicable and in the event of any contradiction between this IP Security Agreement and the Credit Agreement or the Charge Agreements, the provisions of the Credit 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, 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.


ClickTale Ltd.
קליקטאל בע"מ
513843888 ד.נ

By: TAL SCHWARTZ

Title CEO

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

By: PLENUS MANAGEMENT (2004)
LTD.

By: _____

Title _____

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

and
Plenus III (2), Limited Partnership
and
Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007
LTD.

By: _____

Title _____

- Confidential -
- Draft for Negotiation Purposes Only -

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.

ClickTale Ltd.

By: _____

Title _____

Plenus II, Limited Partnership

and

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

By: PLENUS MANAGEMENT (2004)
LTD.

By: R.S.H.

Title _____

Plenus III, Limited Partnership

and

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

and

Plenus III (2), Limited Partnership

and

Plenus III (C.I), L.P

By: PLENUS MANAGEMENT III 2007
LTD.

By: R.S.H.

Title _____

SCHEDULE A

Patents and Patent Applications

Registered Patents:

Country	Patent No./ Publication No.	Grant Date (Pub Date)	Description	Title
USA	7,941,525 B1	May 10, 2011	Process of recording in-page events while compensating for differences between different devices.	Method and system for monitoring an activity of a user

Patent Applications:

Country	App. No.	Filed	Status	Description	Title
USA	13/052,729. A divisional application of US patent application No. 11/687,652, now US Patent 7,941,525	March 21, 2011	Pending Examination	Process of playback and aggregation of in- page events while compensating for differences between different devices	Method and system for monitoring an activity of a user
USA	61/645,331	May 10, 2012	provisional	ClickTale for mobile, with focus on algorithms to calculate various heatmaps for mobile browsing data based on panning and zooming	Method and system for monitoring and tracking browsing activity on handled devices

Trademarks:

Country	Title	Mark	Filing Date	Serial/REG No.	Status
USA	ClickTale Ltd.	CLICKTALE	May 29, 2007	77192344	Registered
EU (CTM)	ClickTale Ltd.	CLICKTALE	May 23, 2012	010907178	Registered