

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alladdin Knowledge Systems Ltd.		08/26/2010	CORPORATION: ISRAEL

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas, as Collateral Agent
<b>Street Address:</b>	100 Plaza One
<b>Internal Address:</b>	8th Floor
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07311
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	2141922	ALADDIN
Registration Number:	1842761	ALADDIN KNOWLEDGE SYSTEMS LTD.
Registration Number:	2944687	EALADDIN.COM
Registration Number:	2236444	ESAFE
Registration Number:	3252965	ESAFE
Registration Number:	2628837	GHOST MACHINE
Registration Number:	1704117	HARDLOCK
Registration Number:	1673252	HASP
Registration Number:	3578022	HASP SRM
Registration Number:	2009567	HASP THE PROFESSIONAL SOFTWARE PROTECTION SYSTEM
Registration Number:	3429016	LICENSEONCHIP
Registration Number:	1976311	MACHASP
Registration Number:	2759052	MOBILEPASS

CH \$665.00 2141922

Registration Number:	2857778	PREMIERACCESS
Registration Number:	1476670	SAFEWORD
Registration Number:	3255581	SECUREWIRE
Registration Number:	1902557	SOFTOKEN
Serial Number:	76137161	ALADDIN. SECURING THE GLOBAL VILLAGE
Serial Number:	78879763	CROSS-LOCKING
Serial Number:	77113106	SECURESURFING
Serial Number:	77119942	UPDATEONCHIP
Serial Number:	77416012	PAY-BY-PEAK
Serial Number:	77416034	KICKSTART
Serial Number:	77427327	METHOD-LEVEL PROTECTION
Serial Number:	76403673	EXPERIENCE THE POWER OF THE RING
Serial Number:	78879359	HASP BUSINESS STUDIO

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	4922109-010
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/27/2010

Total Attachments: 7  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Alladdin Knowledge Systems Ltd.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Israeli Corporation

Citizenship (see guidelines) Israel

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Deutsche Bank Trust Company Americas

Internal

Address: as Collateral Agent

Street Address: 100 Plaza One, 8th Floor

City: Jersey City

State: NJ

Country: USA Zip: 07311

Association      Citizenship \_\_\_\_\_

General Partnership      Citizenship \_\_\_\_\_

Limited Partnership      Citizenship \_\_\_\_\_

Corporation      Citizenship Delaware, USA

Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 08/26/2010

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other First Lien Trademark Sec Agmt

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3345

Fax Number: 212.378.2610

Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:**

26

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

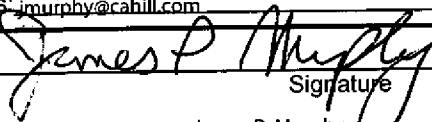
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

James P. Murphy

Name of Person Signing

August 26, 2010

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**First Lien Trademark Security Agreement**

**First Lien Trademark Security Agreement**, dated as of August 26, 2010, by and among ALADDIN KNOWLEDGE SYSTEMS LTD., a company incorporated under the laws of the State of Israel (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as first lien collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Pledge Agreement of August 26, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, IT IS AGREED:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge Agreement and used herein have the meaning given to them in the Pledge Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Assets of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than to the extent set forth in the Pledge Agreement).

SECTION 3. Pledge Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Pledge Agreement, the provisions of the Pledge Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Pledge Agreement, the Collateral Agent shall execute, acknowledge, and

deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Governing Law. This First Lien Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel.

SECTION 6. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

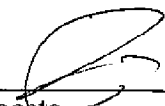
ALADDIN KNOWLEDGE SYSTEMS LTD.

By:



Name: Yair Ohayon  
Title: VP and International Controller

On the 26th day of August, 2010, before me in Tel Aviv, Israel personally came Yair Ohayon, holder of Israel Identity Card No. 025413998, who has identified himself as VP and international controller of Aladdin Knowledge Systems Ltd., a company incorporated under the laws of the State of Israel, the company described in and which executed the foregoing instrument; and further declared that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and acknowledged said instrument to be the free act and deed of said company.

  
Advocate  
וודייה שניידר, עו"ד  
רח' אבנר הלל 16, ר"ג  
רשיון מס' 34862

(PLACE STAMP ABOVE)

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

By: Paul O'Leary  
Name: **Paul O'Leary**  
Title: **Director**

By: Enrique Landaeta  
Name: **Enrique Landaeta**  
Title: **Vice President**

STATE OF New York  
) ss  
COUNTY OF New York

STATE OF New York )  
) ss  
COUNTY OF New York)

On the 26th day of August, 2010, before me personally came Paul O'Leary who is personally known to me to be the Director of Deutsche Bank Trust Company Americas, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Director of such banking corporation, the banking corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said banking corporation.

On the 26th day of August, 2010, before me personally came Enrique Landaeta who is personally known to me to be the Vice President of Deutsche Bank Trust Company Americas, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President of such banking corporation, the banking corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said banking corporation.

Maureen E Thomas  
Notary Public MAUREEN E. THOMAS  
Notary Public - State of New York  
No. 01TH6098264  
Qualified in Bronx County  
Certified in New York County

Maureen E Thomas  
Notary Public MAUREEN E. THOMAS  
Notary Public - State of New York  
No. 01TH6098264  
Qualified in Bronx County  
Certified in New York County  
My Commission Expires 9/08/20 11

(PLACE STAMP AND SEAL ABOVE) (PLACE STAMP AND SEAL ABOVE)

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS<sup>1</sup>**

Matter	Country	Application No.	Reg. No.	Reg. Date DD/MM/YYYY
Aladdin	USA	75131405	2141922	10/03/1998
ALADDIN KNOWLEDGE SYSTEMS, LTD.	USA	74374223	1842761	05/07/1994
ALADDIN, SECURING THE GLOBAL VILLAGE	USA	76137161		
CROSS-LOCKING	USA	78879763		
ELADDIN.COM, I.C. 9, 35, 42	USA	76975687	2944687	26/04/2005
ESAFE (Stylized)	USA	75300270	2236444	06/04/1999
ESAFE (word mark)	USA	78621149	3252965	19/06/2007
GHOST MACHINE	USA	75926931	2628837	01/10/2002
HARDLOCK	USA	74004603	1704117	28/07/1992
HASP	USA	74054488	1673252	28/01/1992
HASP BUSINESS STUDIO	USA	78879359		
HASP SRM	USA	78879343	3578022	17/02/2009
HASP THE PROFESSIONAL SOFTWARE PROTECTION SYSTEM	USA	74657556	2009567	22/10/1996
LicenceOnChip	USA	78932777	3429016	13/05/2008
MACHASP	USA	74658338	1976311	28/05/1996
SECURESURFING	USA	77113106		

<sup>1</sup> To the extent any trademarks listed in this section are no longer material to Pledgor's business, Pledgor may not have performed all acts required to maintain the registration or application of such trademarks in full force and effect.

L/24271/0/1624754/1

**TRADEMARK**  
**REEL: 004268 FRAME: 0551**



Matter	Country	Application No.	Reg. No.	Reg. Date DD/MM/YYYY
UpdateOnChip	USA	77119942		
PAY-BY-PEAK	USA	77416012		
KICKSTART	USA	77416034		
METHOD LEVEL PROTECTION	USA	77427327		
ETOKEN	USA			
ETOKEN YOUR KEY TO eSECURITY	USA			
EXPERIENCE THE POWER OF THE RING	USA	76403673		

Mark	Country	Filed	Reg. #	Reg. Date
MOBILEPASS	U.S.	29-Oct-02	2759052	02-Sep-03
PREMIERACCESS	U.S.	08-Aug-01	2857778	29-Jun-04
SAFWORD	U.S.	22-Jun-87	1476670	16-Feb-88
SECUREWIRE	U.S.	27-Apr-06	3255581	26-Jun-07
SOFTOKEN	U.S.	13-Jun-94	1902557	04-Jul-95