

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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			
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	100 Plaza One		
Internal Address:	8th Floor GTO		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	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:	78879359	HASP BUSINESS STUDIO
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

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:	4922109-020
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/30/2010

Total Attachments: 7
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Second Lien Trademark Security Agreement

Second 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 second lien collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second 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 Second 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 Second 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 Second 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 Second Lien Trademark Security Agreement.

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

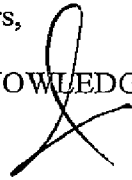
SECTION 6. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Second 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. 02541390 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

ד"ר שניידר, ע"ד
רח' אבא 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
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)

Maureen E. Thomas
MAUREEN E. THOMAS
Notary Public - State of New York
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Certified in New York County
My Commission Expires 9/08/20 11
(PLACE STAMP AND SEAL ABOVE)

[Second Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS¹

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		

¹ 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.

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

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