FORM PTO-1595 01-	-20-1999 S ET U.S. DEPARTMENT OF COMMERC
(неч. 9-33) Смв No. 8451-0011 (ехв. 4/34)	Palent and Trademark Office
Tab sellings $\circ \circ \circ \gamma$	
To the Honorable Commissioner of Paterns and Tour	0945745 Attached original documents or copy thereof.
1. Name of conveying party(les):	2. Name and address of receiving party(les)
WOHLOTALK COMMUNICATIONS CORP	SILICON VALLEY BANK
Additional name(s) of conveying party(las) attached? (1 / es 4 No	
3. Nature of conveyance:	
Assignment G Merger	Sireet Address: 3001 .TASIAN DRIVE
Q Security Agreement	of.Name
O Other	City: SANTA CLARA State: CA ZIP: 95054
Execution Date: 12/30/98	Addilional name(a) & address(ee) attached? Q Yes Q No
4. Application number(s) or patent number(s):	· · · ·
· ,	application, the execution date of the application is: 12-31-98
A. Patent Application No.(s)	B. Patent No.(s)
	B. Patent No.(s)
A. Patent Application No.(s) PLEATE TEE ATTACHED EXHIBIT "C"	E. Patent No.(s)
PLEASE SEE ATTACHED EXHIBIT "C"	E. Patent No.(s)
PLEASE SEE ATTACHED EXHIBIT "C"	numbers attached? [] 'Yes [] No
PLEATE TEE ATTACHED EXHIBIT " C" Additional no 5. Name and address of party to whom correspondence	numbers attached? O Yes O No
PLEATE TEE ATTACHED EXHIBIT " C" Additional no 5. Name and address of party to whom correspondence concerning document should be mailed: STL LCON, MALLER, DAWE	numbers attached? © Yes © No ce 6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41).40.5.40.0
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REEL: 9700 FRAME: 0024

EXHIBIT C

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Trademarks

Description

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Registration/ Application <u>Number</u> Registration/ Application <u>Date</u>

Description	Reg./Ap. Number	Reg./Ap. Date
WorldSecure - Trademark	Serial #75/223,120	Filed 1/8/97

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PATENT REEL: 9700 FRAME: 0025

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 30, 1998 by and between SILICON VALLEY BANK ("Bank") and WORLDTALK COMMUNICATIONS CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

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PATENT REEL: 9700 FRAME: 0026 Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WORLDTALK COMMUNICATIONS CORPORATION, a Delaware corporation

By: Title:

BANK:

SILICON VALLEY BANK

By: Ji us Presidenti Title:

Address of Bank:

Attn: Todd Hagen

Address of Grantor:

5155 Old Ironsides Drive

Santa Clara, CA 95054

3003 Tasman Drive Santa Clara, CA 95054

Attn: John China

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PATENT REEL: 9700 FRAME: 0027

EXHIBIT A

Copyrights

Description

Registration/ Application <u>Number</u> Registration/ Application <u>Date</u>

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PATENT REEL: 9700 FRAME: 0028

RECORDED: 01/19/1999

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