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05-13-2005

Form PTO-1595 RE (Rev. 03/01)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB N. 0054 0007 (	02695	
Tab settings ⇔ ⇔ ▼ ▼ ▼ ▼	7209Q , <b>Y</b>	
To the Honorable Commissioner of Patents and Trademark	s: Please record the attached original documents or copy thereof.	
Name of conveying party(ies):	Name and address of receiving party(ies)     Name: Venture Lending & Leasing IV, Inc.	
RETURN PATH, INC.	Internal Address:	
Additional name(s) of conveying party(ies) attached? Yes / No		
3. Nature of conveyance:		
Assignment Merger	Street Address: 2010 North First Street	
Security Agreement Change of Name		
Other		
4/14/05	City: San Jose State: CA Zip: 95131	
Execution Date:	Additional name(s) & address(es) attached? Yes X No	
4. Application number(s) or patent number(s):		
If this document is being filed together with a new app	olication, the execution date of the application is:	
A. Patent Application No.(s) 60/428,134;	B. Patent No.(s)	
60/482,883; 10/856,693; 10/717,441		
Additional numbers	attached? Yes No	
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved: 7	
concerning document should be mailed: Name:Russell D. Pollock, Esq.	7. Total fee (37 CFR 3.41)\$	
Internal Address:	<b>▼</b> Enclosed	
monal / todioso	Authorized to be charged to deposit account	
	0. D	
Street Address: Greene Radovsky Maloney & Share LLP	8. Deposit account number:	
Street Address: Street Radovsky Maloney & Shale EEP Four Embarcadero Center, Suite 4000	P 3	
City: San Francisco State: CA Zip: 94111	SE THIS SPACE	
DO NOT US	E THIS SPACE	
9. Signature.	THIS SPACE	
Jeffrey T. Klugman	4/26/05	
Name of Person Signing	Date	
Total number of pages including cover sheet, attachments, and documents:		

05/12/2005 GTON11

00000008 60428134

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8021

280.00 DP

Recordation Cover Sheet For Return Path, Inc. Patents

Registration/Serial Number

6,167,435 6,438,583 09/921,955

45596/0882 4/25/05/MVR/284480.1

# ORIGINAL

#### **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "Agreement") is made as of April 14, 2005, by and between RETURN PATH, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("Secured Party").

#### **RECITALS**

- A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.
- B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. <u>Grant of Security Interest</u>. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):
- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on <a href="Exhibit A">Exhibit A</a> attached hereto (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

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- (d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
  - 2. <u>Covenants and Warranties</u>. Grantor represents, warrants, covenants and agrees as follows:
- (a) Grantor is now the sole owner of the Collateral not leased or licensed to it by third parties, subject to the rights of others to such Collateral pursuant to such leases and licenses, except for Permitted Liens;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and other transfers permitted by the Loan Agreement;
- (c) To its knowledge, each of the material Patents is valid and enforceable, and no material part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the material rights of any third party;
- (d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, material copyrights or material trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any material Trademark, material Patent or material Copyright not specified in this Agreement;
- (e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the material Trademarks, Patents and Copyrights, (ii) detect infringements of the material Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;
- (f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such material applications or registrations; and
- (g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be

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unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way (after taking into account Sections 9-406 through 9-409 of the UCC) prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

#### 3. Further Assurances; Attorney in Fact.

- (a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.
- (b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) upon the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.
- 4. <u>Events of Default</u>. The occurrence of any of the following shall constitute an Event of Default under this Agreement:
  - (a) An Event of Default under the Loan Agreement; or
- (b) Grantor materially breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.
- 5. <u>Amendments</u>. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.
- 6. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Remainder of this page intentionally left blank; signature page follows

45596/0882 JTK/282926.2

written.	s hereto have executed this Agreement on the day and year first abo
	GRANTOR:
Address of Grantor:	RETURN PATH, INC.
56 West 22 <sup>nd</sup> Street, 10 <sup>th</sup> Floor New York, NY 10010 Attn:	By: MBSlumberg  Name: Matthew 4. Blumberg  Its:
	SECURED PARTY:
Address of Secured Party:	VENTURE LENDING & LEASING IV, INC.
2010 North First Street, Suite 310 San Jose, CA 95131	By: When
Attn: Chief Financial Officer	Name: RONALD W. SWENSON CHIEF EXECUTIVE OFFICER
	Its:

ORIGINAL

# **EXHIBIT A**

# Copyrights

**Description** 

Registration Number

**Registration Date** 

Sign me UP! A Marketer's Guide to Creating Email Newsletters That Build Relationships and Boost Sales

Copyright Serial # -TXu1-211-945

December 15, 2004

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# **EXHIBIT B**

# Patents

Description	Registration/Serial Number	Registration/Application Date
"ELECTRONIC MESSAGE DELIVERY APPROACHES"	Reg - 60/428,134	Reg - 11/20/02
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION	Reg - 60/482,883	Reg - 6/25/03
APPROACHES" "ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION	Por 10/956 602	Dag 5/29/04
APPROACHES" "ELECTRONIC MESSAGE	Reg - 10/856,693	Reg – 5/28/04
DELIVERY WITH ESTIMATION APPROACHES"	Reg - 10/717,441	Reg - 11/18/03
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES"	Reg - PCT/US03/37417	Reg - 11/18/03
Double Opt-in Method and System for Verifying Subscription to Information Distribution Services	Patent No. 6,167,435	issued December 26, 2000
System and Method For Re-Routing of E-mail Messages	US Patent # 6,438,583	August 20, 2002
System and Process For Updating Electronic Messaging Accounts	Patent Application No 09/921,955	August 2002
RR foreign patent app Brazil - P10011871.0 Canada - 2375935 Europe - 00941688.4	Various	Various
Norway - 20016336 We are planning on abandoning Brazil and Norway		

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### **EXHIBIT C**

# Trademarks

Description	Registration/Application Number	Registration/Application Date
BONDED SENDER - US BONDED SENDER - Australia BONDED SENDER - Japan BONDED SENDER - Canada	Reg - 2,855,381 Reg - 980,495 Reg - 4,799,946 Reg - TMA1,199,199	Issue – 6/15/04 &File – 7/31/02 Issue 12/3/03 & File – 12/03/03 Issue 9/3/04 & File – 12/12/03 File – 12/9/03
BONDED SENDER – European Union	Reg - 3,579,653	File – 12/8/03
<b>BONDED SENDER - China</b>	Reg - 3838991	Issue 1/6/04 & File- 12/10/03
NETCREATIONS	Reg - 2,771,221	Reg - October 7, 2003
100% OPT-IN	Reg - 2,267,844	Reg - Aug. 3, 1999
POSTMASTERDIRECT	Reg - 2,469,058	Reg - July 17, 2001
POSTMASTERDIRECT.COM	Reg - 2,503,451	Reg - November 6, 2001
SURVEYDIRECT	App - 78/320650	App - October 1, 2003
ITPROSDIRECT	App - 78/320647	App - October 30, 2003
RETURN PATH	Reg - 2922005	Reg – February 2, 2005
PURELIST	Reg - 2,631,087	Reg - October 8, 2002

Recordation Cover Sheet For Return Path. Trademarks

# Registration/Serial Number

2,503,451 2,922,005 2,631,087

45596/C882 4/25/05/MVR/284481.1

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 14, 2005, by and between RETURN PATH, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("Secured Party").

#### **RECITALS**

- A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.
- B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

# NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. <u>Grant of Security Interest</u>. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):
- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on <a href="Exhibit A">Exhibit A</a> attached hereto (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

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- (d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
  - 2. <u>Covenants and Warranties</u>. Grantor represents, warrants, covenants and agrees as follows:
- (a) Grantor is now the sole owner of the Collateral not leased or licensed to it by third parties, subject to the rights of others to such Collateral pursuant to such leases and licenses, except for Permitted Liens;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and other transfers permitted by the Loan Agreement;
- (c) To its knowledge, each of the material Patents is valid and enforceable, and no material part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the material rights of any third party;
- (d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, material copyrights or material trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any material Trademark, material Patent or material Copyright not specified in this Agreement;
- (e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the material Trademarks, Patents and Copyrights, (ii) detect infringements of the material Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld:
- (f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such material applications or registrations; and
- (g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be

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unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way (after taking into account Sections 9-406 through 9-409 of the UCC) prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

#### 3. Further Assurances; Attorney in Fact.

- (a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.
- (b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) upon the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.
- 4. <u>Events of Default</u>. The occurrence of any of the following shall constitute an Event of Default under this Agreement:
  - (a) An Event of Default under the Loan Agreement; or
- (b) Grantor materially breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.
- 5. <u>Amendments</u>. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.
- 6. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Remainder of this page intentionally left blank; signature page follows

45596/0882 JTK/282926.2

written.	
	GRANTOR:
Address of Grantor:	RETURN PATH, INC.
56 West 22 <sup>nd</sup> Street, 10 <sup>th</sup> Floor New York, NY 10010 Attn:	By: MSSumb Name: Matthew 4. Blumberg Its: CCD
	SECURED PARTY:
Address of Secured Party:	VENTURE LENDING & LEASING IV, INC.
2010 North First Street, Suite 310 San Jose, CA 95131	By: When I
Attn: Chief Financial Officer	Name: RONALD W. SWENSON CHIEF EXECUTIVE OFFICER
	Ita

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above

ORIGINAL

# **EXHIBIT A**

# Copyrights

<u>Description</u> <u>Registration Number</u>

**Registration Date** 

Sign me UP! A Marketer's Guide to Creating Email Newsletters That Build Relationships and Boost Sales

Copyright Serial # -TXu1-211-945

December 15, 2004

45596/0882 JTK/282926.2 5

# **EXHIBIT B**

# Patents

Description	Registration/Serial Number	Registration/Application Date
"ELECTRONIC MESSAGE DELIVERY APPROACHES"	Reg - 60/428,134	Reg – 11/20/02
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES"	Reg - 60/482,883	Reg - 6/25/03
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES"	Reg - 10/856,693	Reg - 5/28/04
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES"	Reg - 10/717,441	Reg - 11/18/03
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES"	Reg - PCT/US03/37417	Reg - 11/18/03
Double Opt-in Method and System for Verifying Subscription to Information Distribution Services	Patent No. 6,167,435	issued December 26, 2000
System and Method For Re-Routing of E-mail Messages System and Process For	US Patent # 6,438,583	August 20, 2002
Updating Electronic Messaging Accounts	Patent Application No 09/921,955	August 2002
RR foreign patent app Brazil - P10011871.0 Canada - 2375935 Europe - 00941688.4 Norway - 20016336 We are planning on abandoning Brazil and Norway	Various	Various

6

45596/0882 JTK/282926.2

PAT

# **EXHIBIT C**

# Trademarks

Description	Registration/Application Number	Registration/Application Date
BONDED SENDER - US BONDED SENDER - Australia BONDED SENDER - Japan BONDED SENDER - Canada	Reg - 2,855,381 Reg - 980,495 Reg - 4,799,946 Reg - TMA1,199,199	Issue – 6/15/04 &File – 7/31/02 Issue 12/3/03 & File – 12/03/03 Issue 9/3/04 & File – 12/12/03 File – 12/9/03
BONDED SENDER – European Union	Reg - 3,579,653	File - 12/8/03
BONDED SENDER - China	Reg - 3838991	Issue 1/6/04 & File- 12/10/03
NETCREATIONS	Reg - 2,771,221	Reg - October 7, 2003
100% OPT-IN	Reg - 2,267,844	Reg - Aug. 3, 1999
POSTMASTERDIRECT	Reg - 2,469,058	Reg - July 17, 2001
POSTMASTERDIRECT.COM	Reg - 2,503,451	Reg - November 6, 2001
SURVEYDIRECT	App - 78/320650	App - October 1, 2003
ITPROSDIRECT	App - 78/320647	App - October 30, 2003
RETURN PATH	Reg - 2922005	Reg - February 2, 2005
PURELIST	Reg – 2,631,087	Reg - October 8, 2002

**RECORDED: 05/11/2005**