Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

SECURITY AGREEMENT NATURE OF CONVEYANCE:

CONVEYING PARTY DATA

Name	Execution Date
MX Logic, Inc.	05/23/2007

RECEIVING PARTY DATA

Name:	ORIX Venture Finance LLC
Street Address:	245 Park Avenue
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	7051077
Application Number:	10873882
Application Number:	10888370
Application Number:	11315480
Application Number:	11365130
Application Number:	11372970
Application Number:	11394890

CORRESPONDENCE DATA

500286553

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

703-415-1555 Phone:

Email: mail@specializedpatent.com Christopher E. Kondracki Correspondent Name:

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

PATENT

REEL: 019353 FRAME: 0576

ATTORNEY DOCKET NUMBER:	7050804B
NAME OF SUBMITTER:	Christopher E. Kondracki
Total Attachments: 5 source=MX Logic#page1.tif source=MX Logic#page2.tif source=MX Logic#page3.tif source=MX Logic#page4.tif source=MX Logic#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 23, 2007 by and between **ORIX Venture Finance LLC** ("ORIX") and **MX Logic, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

- A. ORIX and Grantor are parties to that certain Loan and Security Agreement of dated May 23, 2007 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)
- B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

- 1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.
- 2. Grantor represents and warrants that (i) listed on <u>Schedule A</u> hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on <u>Schedule B</u> are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on <u>Schedule C</u> are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.
- 3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking 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, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks.

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

Address of Grantor:

9791 S HERIDIAN BLVD., SUITE 400 ENGLEWOOD, CO 80112

and the second of the second o

week had been also as the process of the con-

and the final property of the second of the

Address of ORIX:

245 Park Avenue 19th Floor New York, New York 10167 MX LOGIC, INC.

Title CFO

ORIX Venture Finance LLC

Kevin P. Sheehan,

tion and the second

President and CEO

PATENT

REEL: 019353 FRAME: 0579

SCHEDULE A

Trademarks

	Registration/	Registration/
Description	Application Number	Application <u>Date</u>
ADVANCED EMAIL DEFENSE	2,830,985/	4/6/2004 /
	76/504,751	4/8/2003
COMMUNICATION INTEGRITY	77/060,505	12/8/2006
MX LOGIC	2,773,235 /	10/14/2003 /
	76,422,171	6/17/2002
MX LOGIC	78/944,977	8/4/2006
STACKED CLASSIFICATION FRAMEWORK	2,830,986/	4/6/2004 /
	76/504,752	4/8/2003
WORMTRAQ	3,112,365 /	7/4/2006 /
	76/545,370	9/15/2003

SCHEDULE B

Patents and Patent Applications

	Registration/ Application	Registration/ Application
Description	<u>Number</u>	<u>Date</u>
Fuzzy Logic Voting Method and System for	7,051,077 /	05/23/2006 /
Classifying E-Mail Using Inputs From Multiple Spam	10/873,882	06/22/2004
Classifiers (issued patent)		
System and Method for Identifying and Filtering Junk	10/888,370	07/09/2004
E-mail Messages or Spam Based on URL Content		
Subscriber Reputation Filtering Method for	11/315,480	12/21/2005
Analyzing		
Subscriber Activity and Detecting Account Misuse		
Stopping and Remediating Outbound Messaging	11/365,130	02/28/2006
Abuse		
Marking Electronic Messages to Indicate Human	11/372,970	03/10/2006
Origination		
Fuzzy Logic Voting Method and System for	11/394,890	03/31/2006
Classifying E-Mail Using Inputs from Multiple Spam		
Classifiers		

SCHEDULE C

Copyrights

Registration/ Registration/
Application Application

Description Number Date

1010030.3

PATENT REEL: 019353 FRAME: 0582

RECORDED: 05/30/2007