

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sendmail, Inc.	11/12/2007
RECEIVING PARTY DATA	
Name:	Partners for Growth II, L.P.
Street Address:	180 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7146402
Patent Number:	7117246
Patent Number:	7058687
Patent Number:	6986037
Patent Number:	6865671
Patent Number:	6658454
CORRESPONDENCE DATA	
Fax Number:	(415)738-5371
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-381-3283
Email:	bg2@greenspan.org
Correspondent Name:	Benjamin Greenspan
Address Line 1:	620 Laguna Road
Address Line 4:	Mill Valley, CALIFORNIA 94941
ATTORNEY DOCKET NUMBER:	PFG2-SENDMAIL

OP \$240.00 7146402

NAME OF SUBMITTER:

Benjamin Greenspan

Total Attachments: 3

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PATENT COLLATERAL AGREEMENT AND NOTICE

This Patent Collateral Agreement and Notice dated as of November 12, 2007, is between Sendmail, Inc., a Delaware corporation with its principal place of business at 6475 Christie Avenue, Suite 350, Emeryville, CA 94608 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated November 12, 2007, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit I hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated November 12, 2007, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

SENDMAIL, INC.

By 

Chief Executive Officer

By 

Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth II, LLC
Its General Partner

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Assignor:

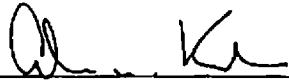
SENDMAIL, INC.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By  _____

Name: Andrew W. Harkin

Title: Manager, Partners for Growth II, LLC
Its General Partner

EXHIBIT 1
Sendmail, Inc.
Patent Schedule

Patents		
Title	Patent/Application Number	Date
Email system providing filtering methodology on per-domain basis	7146402	12/5/06
Electronic mail system with methodology providing distributed message store	7117246	10/3/06
E-mail system with methodology for accelerating mass mailings	7058687	6/6/06
Electronic mail system with authentication/encryption methodology for allowing connections to/from a message transfer agent	6986037	1/10/06
Electronic mail system with authentication methodology for supporting relaying in a message transfer agent	6865671	3/8/05
Electronic mail system with improved methodology for processing messages with mailing lists	6658454	12/2/03