

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.	12/19/2007

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054-1191

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: (404)962-6736

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

Phone: (404) 885-3038

Email: michael.brignati@troutmansanders.com

Correspondent Name: MICHAEL J. BRIGNATI, PH.D.

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET, N.E.

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

220763.000835

PATENT

500433245

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NAME OF SUBMITTER:

Michael J. Brignati, Ph.D.

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 19, 2007 by and between SILICON VALLEY BANK ("Bank") and SENDMAIL, Inc., 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 December 19, 2007 (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 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

Address of Grantor:

6475 Christie Street, Suite 350
Emeryville, California 94608

Attn: President

GRANTOR:

SENDMAIL, INC.

By: 

Title: Donald Massaro, President

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

SCHEDULE A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
E-mail system providing filtering methodology on a per-domain basis	7,146,402	12/05/2006	Sendmail, Inc.	Security interest assigned to Partners For Growth II, LLP on 10/09/07
Electronic mail system with methodology providing distributed message store	7,117,246	10/03/2006	Sendmail, Inc.	Security interest assigned to Partners For Growth II, LLP on 10/09/07
E-mail system with methodology for accelerating mass mailings	7,058,687	06/06/2006	Sendmail, Inc	Security interest assigned to Partners For Growth II, LLP on 10/09/07
Electronic mail system with authentication/encryption methodology for allowing connections to/from a message transfer agent	6,986,037	01/10/2006	Sendmail, Inc	Security interest assigned to Partners For Growth II, LLP on 10/09/07
Electronic mail system with authentication methodology for supporting relaying in a message transfer agent	6,865,671	3/08/2005	Sendmail, Inc	Security interest assigned to Partners For Growth II, LLP on 10/09/07
Electronic mail system with improved methodology for processing messages with mailing lists	6,658,454	12/02/2003	Sendmail, Inc	Security interest assigned to Partners For Growth II, LLP on 10/09/07

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SENDMAIL (registered)	2407602	11/28/2000
SENDMAIL (registered)	2410896	12/05/2000
SENDMAIL SENTRION (pending- allowed)	78/661296	06/29/2005

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RECORDED: 01/07/2008

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