

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
CLAIRMAIL, INC.	02/10/2012
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	11422317
Application Number:	11422318
Application Number:	11280140
Application Number:	12191795
PCT Number:	US0809751
PCT Number:	US0644284
PCT Number:	US0644261
CORRESPONDENCE DATA	
Fax Number:	(408)852-4475
Phone:	4088417195
Email:	dsanchezbentz@vplawgroup.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist
Address Line 1:	VLP Law Group LLP
Address Line 2:	235 Victoria Drive
Address Line 4:	Gilroy, CALIFORNIA 95020

OP \$280.00 11422317

PATENT

ATTORNEY DOCKET NUMBER:	SVB-CLAIRMAIL (PATENTS)
NAME OF SUBMITTER:	Diana Sanchez Bentz
<p>Total Attachments: 7</p> <p>source=SVB_Clairmail_IP Security Agreement_2-10-2012#page1.tif</p> <p>source=SVB_Clairmail_IP Security Agreement_2-10-2012#page2.tif</p> <p>source=SVB_Clairmail_IP Security Agreement_2-10-2012#page3.tif</p> <p>source=SVB_Clairmail_IP Security Agreement_2-10-2012#page4.tif</p> <p>source=SVB_Clairmail_IP Security Agreement_2-10-2012#page5.tif</p> <p>source=SVB_Clairmail_IP Security Agreement_2-10-2012#page6.tif</p> <p>source=SVB_Clairmail_IP Security Agreement_2-10-2012#page7.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 22, 2012 by and between SILICON VALLEY BANK ("Bank") and CLAIRMAIL, INC. ("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 June 26, 2009 (as the same may be amended, modified or supplemented from time to time, the "Term Loan Agreement") and that certain Amended and Restated Loan and Security Agreement dated as of April 7, 2011 (as the same may be amended, modified or supplemented from time to time, the "Working Capital Loan Agreement", and together with the Term Loan Agreement, the "Loan Agreements"). As used herein, "Loan Documents" shall mean all "Loan Documents" as defined in both of the Loan Agreements. 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, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreements.

B. Pursuant to the terms of the Loan Agreements, 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 Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements 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 Agreements 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 Agreements 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.

[Signature page follows.]

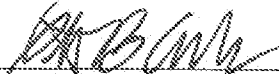
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

781 Lincoln Ave., Suite 200
San Rafael, CA 94901
Attn: _____

CLAIRMAIL, INC.

By: 

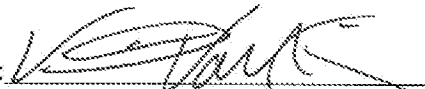
Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Claudia Canales

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
APPARATUS FOR EXECUTING AN APPLICATION FUNCTION USING A MAIL LINK AND METHODS THEREFOR	11422317	06/05/2006
APPARATUS FOR EXECUTING AN APPLICATION FUNCTION USING A SMART CARD AND METHODS THEREFOR	11422318 (20070011261)	06/05/2006
Architecture for general purpose trusted personal access system and methods therefor	11280140 (20060123092)	11/15/2005
Machine-Implemented System and Method for Providing Timed Targeted Promotional Offers to Individual Payment Account Users with Feedback	12191795 (20090048926)	08/14/2008
MACHINE-IMPLEMENTED SYSTEM AND METHOD FOR PROVIDING TIMED TARGETED PROMOTIONAL OFFERS TO INDIVIDUAL PAYMENT ACCOUNT USERS WITH FEEDBACK	PCT/US2008/009751	02/19/2009
APPLICATION ACCESS UTILIZING A MESSAGE LINK	PCT/US2006/044284	05/24/2007
MEDIA TRANSFER PROTOCOL	PCT/US2006/044261	05/24/2007

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
CLAIRMAIL	3535426	11/18/2008
CLAIRMAIL	3446633	06/10/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE