

FORM PTO-1595 (Rev. 08/05) Office OMB No. 0651-0027 (exp. 06/30/2008)		<b>RECORDATION FORM COVER SHEET</b>		U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office	
<b>PATENTS ONLY</b>					
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address (es) below.					
<b>1. Name of conveying party(ies):</b> Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054 Additional name(s) of conveying party (ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<b>2. Name and address of receiving party(ies):</b>  Name: StrongMail Systems, Inc.  Internal Address:  Street Address: 1300 Island Drive, Suite 200  City: Redwood Shores  State: CA  Country: USA                      Zip: 94065  Additional name(s) & address (es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance/Execution Date(s):</b>  Execution Date: 9/6/18  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other: RELEASE					
<b>4. Application or patent number(s):</b> A. Patent Application No.(s)  B. Patent No.(s) 8316090 8140376 7698462 7698369 7720911			<input type="checkbox"/> This document is being filed together with a new application.		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: CT Lien Solutions  Internal Address: Attn: 14080632  Street Address: 187 Wolf Road, Suite 101  City: Albany  State: NY                      Zip: 12205  Phone Number: 1-800-342-3676 X 4065  Fax Number: 1-800-962-7049  Email Address: cls-udsalbany@woitersklower.com			<b>6. Total number of applications and patents involved: 5</b>  <b>7. Total fee (37 CFR 1.21 (h) &amp; 3.41) \$ 200.00</b>  <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)		
			<b>8. Payment Information</b>  a. Credit Card                      Last 4 Numbers    0974 Expiration Date    03/21  b. Deposit Account Number Authorized User Name		
<b>9. Signature:</b> _____ <div style="margin-top: 20px;">             _____              Ryan Carpentier              Name of Person Signing           </div>			<div style="text-align: right;">             _____              9/11/18              Date           </div>		
Total number of pages including cover sheet, attachments, and documents:					

**OP \$250.00 8316090**

FORM PTO-1055

(Rev. 08/05)

Office DME No. 0551-0027 (exp. 08/30/2008)

## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

United States Patent and Trademark

## PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

StrongMail Systems, Inc.  
1300 Island Drive, Suite 200  
Redwood Shores, CA 94065Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance/Execution Date(s):

Execution Date: 12/29/2010

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies):

Name: Silicon Valley Bank, as Agent

Internal Address:

Street Address: 3003 Tasman Dr HF 150

City: Santa Clara

State: CA

Country: USA Zip: 95054

Additional name(s) & address(es) attached? ☒ Yes ☐ No

## 4. Application or patent number(s):

A. Patent Application No.(s)

11339908

11800589

☐ This document is being filed together with a new application.

B. Patent No.(s)

7698652

7698389

7720011

Additional numbers attached? ☐ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: UCC Direct Services

Internal Address: Attn: 14080832

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 1-800-342-3575 X 4085

Fax Number: 800-962-7049

Email Address: cts-ucc@alany@wolterakht.com

## 6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21 (h) &amp; 3.41) \$200.00

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card

Last 4 Numbers 5603

Expiration Date 10/12

b. Deposit Account Number

Authorized User Name

## 9. Signature:

*Joseph D Borgman*  
 Signature  
 Joseph D Borgman  
 Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700463695

 PATENT  
 REEL: 025642 FRAME: 0076

 PATENT  
 REEL: 048002 FRAME: 0293

CP \$200.00 1133990

**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN PATENTS**

**Silicon Valley Bank** ("Secured Party"), hereby releases its security interest in the interests of StrongMail Systems, Inc. ("Assignor") in the **patented** works set forth in that certain **Intellectual Property Security Agreement** dated 12/29/2010, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 01/06/2011, Reel 025642, Frame 0076.

Dated: **9/6/2018**

**SILICON VALLEY BANK**

By: *Daniela Nicolae*  
Name: **Daniela Nicolae**  
Title: **Sr. Manager**



UNITED STATES  
PATENT AND TRADEMARK OFFICE

**Patent assignment 025642/0076**

SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

<b>Date recorded</b> Jan 6, 2011	<b>Reel/frame</b> 025642/0076	<b>Pages</b> 10
<b>Assignors</b> STRONGMAIL SYSTEMS, INC.	<b>Execution date</b> Dec 29, 2010	
<b>Assignee</b> SILICON VALLEY BANK, AS AGENT 3003 TASMAN DR HF 150 SANTA CLARA, CALIFORNIA 95054	<b>Correspondent</b> UCC DIRECT-SERVICES 187 WOLF ROAD, SUITE 101 ALBANY, NY 12205	

**Properties (5 total)**

Patent	Publication	Application	PCT	International registration
<b>1. EMAIL USING QUEUES IN NON-PERSISTENT MEMORY</b>				
Inventors: FRANK ADDANTE, TIM MCQUILLEN				
7720911 May 18, 2010	20040167965 Aug 26, 2004	10777336 Feb 11, 2004		AppFT : PatFT
<b>2. EMAIL DELIVERY SYSTEM USING METADATA ON EMAILS TO MANAGE VIRTUAL STORAGE</b>				
Inventors: FRANK ADDANTE, TIM MCQUILLEN, JUNIOR SHATAN				
7698369 Apr 13, 2010	20050267941 Dec 1, 2005	10857601 May 27, 2004		AppFT PatFT
<b>3. SYSTEMS AND METHODS FOR COMMUNICATING LOGIC IN E-MAIL MESSAGES</b>				
Inventors: FRANK ADDANTE				
8316090 Nov 20, 2012	20070174398 Jul 26, 2007	11339906 Jan 25, 2006		
<b>4. SYSTEM AND METHOD FOR OPTIMIZATION OF VIRAL MARKETING EFFORTS</b>				
Inventors: RYAN MICHAEL KOONCE, JAMES NEWTON CALBOUN JR., DAVID ALLEN BELL, SAGE BRAY				
8140376 Mar 20, 2012	20080091517 Apr 17, 2008	11900589 Sep 12, 2007		AppFT PatFT
<b>5. SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL</b>				
Inventors: TIM MCQUILLEN, TULSI R. MAYALA				
7698462 Apr 13, 2010	20090106377 Apr 23, 2009	11975884 Oct 22, 2007		AppFT PatFT

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Third Amendment Effective Date by and between SILICON VALLEY BANK, as agent for itself and Gold Hill Venture Lending 03, LP ("Agent"), Gold Hill Capital 2008, LP ("Gold Hill") and STRONGMAIL SYSTEMS, INC. ("Grantor"). (Agent and Gold Hill are sometimes individually referred to herein as "Secured Party" and collectively as "Secured Parties").

### RECITALS

A. Silicon Valley Bank, Gold Hill Venture Lending 03, LP and Gold Hill Capital 2008, LP have made or will make certain advances of money and extended certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Silicon Valley Bank, Gold Hill Venture Lending 03, LP, Gold Hill Capital 2008, LP and Grantor dated as of the Effective Date (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). Under the Loan Agreement Grantor shall grant to Secured Parties a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Parties 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 Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D 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 Agent under the Loan Agreement. The rights and remedies of Secured Parties 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 Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties 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 Secured Parties 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 either of the Secured Parties, of any or all other rights, powers or remedies.

PATENT

REEL: 025642 FRAME: 0078

PATENT

REEL: 048002 FRAME: 0296

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:

STRONGMAIL SYSTEMS, INC.

1300 Island Drive, Suite 200  
Redwood Shores, CA 94065  
Attn: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SECURED PARTIES:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, California 95054  
Attn: Julia Bobrovich

By: Wood

Title: Relationship Manager

Address of Gold Hill:

GOLD HILL CAPITAL 2008, LP  
By: Gold Hill Capital 2008, LLC, General Partner

One Almaden Blvd.  
San Jose, California 95113  
Attn: Alex Choy

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

PATENT

REEL: 025642 FRAME: 0082

PATENT

REEL: 048002 FRAME: 0298

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
STRONGMAIL	2963566	07/12/2006
POP COMMERCE	3131154	08/15/2006
SOCIALNOTES	3588888	03/10/2008
POPULARMEDIA	3584422	03/24/2009
Design only	3268172	07/03/2007
Strongmail	2914711	12/26/2004
Strongstart	3478883	06/05/2008
Message Studio	3478882	06/05/2008
Social Studio	3882097	10/12/2010

PATENT

REEL: 025642 FRAME: 0084

PATENT

REEL: 048002 FRAME: 0299





## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

November 26, 2018

PTAS

CT LIEN SOLUTIONS  
ATTN: 14080632  
187 WOLF ROAD, SUITE 101  
ALBANY, NY 12205



700520938

### United States Patent and Trademark Office Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. A recording fee was not submitted with this document. Authorization to charge was not granted. The required fee is \$ 250.00 .

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Monday, January 28, 2019**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

#### Assignments originally filed by paper and facsimile

You can use the electronic Resubmission form even if you originally submitted your assignment paperwork to the Assignment Recordation Branch by paper or facsimile. Once you enter your Document ID and Access Code as shown on the Notice of Non-Recordation, the Resubmission form will prepopulate with most information from the cover sheet you originally submitted. However, it will not prepopulate with the Conveying party and Receiving party information. You will have to reenter this information.

To file the resubmission electronically, navigate to the EPAS website at <http://epas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 700520938

Access Code: WTWACH7L47MI3UP

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MARY BENTON  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION