

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS 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 94065

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: DE  
 Other

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies):  
Additional name(s) of conveying parties attached?  Yes  No

Name: **Silicon Valley Bank, as Agent**

Internal Address:

Street Address: **3003 Tasman Drive**

City: **Santa Clara**  
State: **CA**  
Country: **USA**  
Zip:

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

Execution Date(s): **12/29/2010**

Assignment  Merger  
 Security Agreement  Change of Name  
 Other :

Association Citizenship  
 General Partnership Citizenship  
 Limited Partnership Citizenship  
 Corporation Citizenship : **United States, CA**  
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	<b>2965565 3258172 3862097</b>
	<b>3131154 2914711</b>
	<b>3586899 3478983</b>
	<b>3594422 3478982</b>

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached?  Yes  No

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

Name: **UCC Direct Services**

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@wolterskluwer.com**

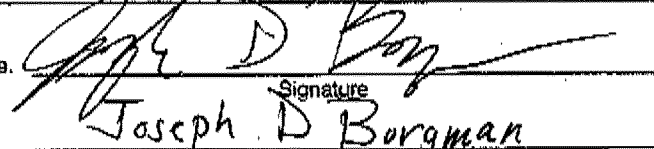
6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$240.00**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **5603**  
Expiration Date **10/12**

b. Deposit Account Number  
Authorized User Name

9. Signature:  1/6/11  
Signature Date  
**Joseph D Bergman**  
Name of Person Signing

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

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 22304-1450

TRADEMARK

OP \$240.00 2965565

<b>2. Name and address of additional receiving party(ies):</b>		
Name:	Gold Hill Capital 2008, LP	
Internal Address:		
Street Address:	One Almaden Blvd., Suite 830	
City:	San Jose	
State:	CA	
Country:	USA	Zip: 95113

Limited Partnership-Citizenship-Delaware Limited Partnership

## 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.

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:

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

Address of Bank:

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

Address of Gold Hill:

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

GRANTOR:

STRONGMAIL SYSTEMS, INC.

By: *Sam G. Hill*  
Title: CEO

SECURED PARTIES:

SILICON VALLEY BANK

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

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

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

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1300 Island Drive, Suite 200  
Redwood Shores, CA 94065  
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Address of Bank:

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

Address of Gold Hill:

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

GRANTOR:

STRONGMAIL SYSTEMS, INC.

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

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

SECURED PARTIES:

SILICON VALLEY BANK

By: W. Wood

Title: Relationship Manager

GOLD HILL CAPITAL 2008, LP

By: Gold Hill Capital 2008, LLC, General Partner

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

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

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: \_\_\_\_\_

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

Address of Gold Hill:

GOLD HILL CAPITAL 2006, LP  
By: Gold Hill Capital 2008, LLC, General Partner

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

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

Title: Partner

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>
SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL	7698462	04/13/2010
EMAIL DELIVERY SYSTEM USING METADATA ON EMAILS TO MANAGE VIRTUAL STORAGE	7698369	04/13/2010
EMAIL USING QUEUES IN NON-PERSISTENT MEMORY	7720911	05/18/2010

Patent Applications

Systems and methods for communicating logic in e-mail messages	11339906	01/25/2006
System and method for optimization of viral marketing efforts	11900589	09/12/2007



**EXHIBIT C**

**Trademarks**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Date</u></b>
<b>STRONGMAIL</b>	<b>2985566</b>	<b>07/12/2006</b>
<b>POP COMMERCE</b>	<b>3131164</b>	<b>08/15/2006</b>
<b>SOCIALNOTES</b>	<b>3588899</b>	<b>03/10/2009</b>
<b>POPULARMEDIA</b>	<b>3694422</b>	<b>03/24/2009</b>
<b>Design only</b>	<b>3258172</b>	<b>07/03/2007</b>
<b>Strongmail</b>	<b>2914711</b>	<b>12/28/2004</b>
<b>Strongstart</b>	<b>3478983</b>	<b>08/05/2008</b>
<b>Message Studio</b>	<b>3478982</b>	<b>08/05/2008</b>
<b>Social Studio</b>	<b>3882097</b>	<b>10/12/2010</b>

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE