

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sendmail, Inc.		01/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gold Hill Capital 2008, LP		
Street Address:	One Almaden Blvd., Suite 630		
Internal Address:	Attn: Alex Choy		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75449819	SENDMAIL	
Serial Number:	75979292	SENDMAIL	
Serial Number:	78661296	SENDMAIL SENTRION	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	519549-005		
NAME OF SUBMITTER:	Jean Paterson		

CH \$90.00 75449819

Signature:	/jep/
Date:	02/04/2013
Total Attachments: 8 source=2-4-13 Sendmail-TM#page1.tif source=2-4-13 Sendmail-TM#page2.tif source=2-4-13 Sendmail-TM#page3.tif source=2-4-13 Sendmail-TM#page4.tif source=2-4-13 Sendmail-TM#page5.tif source=2-4-13 Sendmail-TM#page6.tif source=2-4-13 Sendmail-TM#page7.tif source=2-4-13 Sendmail-TM#page8.tif	

RECORDATION FORM COVER SHEET 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):

SENDMAIL, INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) JANUARY 31, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GOLD HILL CAPITAL 2008, LP

Internal

Address: Attn: Alex Choy

Street Address: ONE ALMADEN BLVD., SUITE 630

City: SAN JOSE

State: CALIFORNIA

Country: USA Zip: 95113

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

75449819; 75979292; 78661296

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: GOLD HILL CAPITAL 2008, LP

Internal Address: Attn: Alex Choy

Street Address: ONE ALMADEN BLVD., SUITE 630

City: SAN JOSE

State: CALIFORNIA Zip: 95113

Phone Number: 408.200.7858

Fax Number: 408.200.7841

Email Address: achoy@goldhillcapital.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen Dellinger
Signature

February 1, 2013
Date

Maureen Dellinger, counsel for Gold Hill Capital 2008, L.P.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between GOLD HILL CAPITAL 2008, LP ("Secured Party") and SENDMAIL, INC. ("Grantor").

RECITALS

A. Secured Party 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 Secured Party and Grantor dated 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). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party 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 Party 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 Party 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.

Notwithstanding the foregoing, the grant of a security interest hereunder does not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Party 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 Secured Party, of any or all other rights, powers or remedies.

TRADEMARK

REEL: 004955 FRAME: 0004

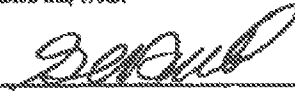
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SENDMAIL, INC.

6475 Christie Ave., Suite 300
Emeryville, CA 94608

By: 

Attn: CEO and CFO

Title: CEO

SECURED PARTY:

Address of Secured Party:

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

One Almaden Blvd., Suite 600
San Jose, CA 95119

By: _____

Attn: Alex Choy

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:

SENDMAIL, INC.

8475 Christie Ave., Suite 350
Emeryville, CA 94608

By: _____

Attn: CEO and CFO

Title: _____

SECURED PARTY:

Address of Secured Party:

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

One Almaden Blvd., Suite 530
San Jose, CA 95113

By: _____

Attn: Alex Choy

Title: _____



Alex Choy
Associate
Gold Hill Capital

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ELECTRONIC MAIL SYSTEM WITH IMPROVED METHODOLOGY FOR PROCESSING MESSAGES WITH MAILING LISTS	6658454	12/02/2003
ELECTRONIC MAIL SYSTEM WITH AUTHENTICATION METHODOLOGY FOR SUPPORTING RELAYING IN A MESSAGE TRANSFER AGENT	6865671	03/08/2005
ELECTRONIC MAIL SYSTEM WITH AUTHENTICATION/ENCRYPTION METHODOLOGY FOR ALLOWING CONNECTIONS TO/FROM A MESSAGE TRANSFER AGE	6986037	01/10/2006
E-MAIL SYSTEM WITH METHODOLOGY FOR ACCELERATING MASS MAILINGS	7058687	06/06/2006
ELECTRONIC MAIL SYSTEM WITH METHODOLOGY PROVIDING DISTRIBUTED MESSAGE STORE	7117248	10/03/2006
E-MAIL SYSTEM PROVIDING FILTERING METHODOLOGY ON A PER-DOMAIN BASIS	7148402	12/05/2006
CONFIGURATION RULE GENERATION WITH COMPRESSED ADDRESS SETS	8095677	01/10/2012

TRADEMARK

REEL: 004955 FRAME: 0008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SENDMAIL	75449819	11/28/2000
SENDMAIL	75979292	12/05/2000
SENDMAIL SENTRION	78681296	12/01/2009

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date