


MURD
3/7/00

04-05-2000

FORM PTO- 1-31-92 REC  ET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101305581

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

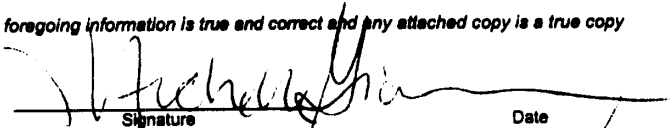
<p>1. Name of conveying party(ies): PrivateExpress.com, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: 2/28/00</p>	<p>2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Drive City: Santa Clara State: Ca ZIP: 95054</p> <p><input type="checkbox"/> Individual(s) Citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>														
<p>4. Application number(s) or trademark number(s):</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">A. Trademark Application No.(s)</th> <th style="width: 50%;">B. Trademark Registration No.(s)</th> </tr> </thead> <tbody> <tr> <td>752698 547/99 199902751 88005988</td> <td>303763</td> </tr> <tr> <td>1006293 848/99 337/99 88008986</td> <td>303762</td> </tr> <tr> <td>001046093 848/99 338/99 78/571,760</td> <td>303764</td> </tr> <tr> <td>291/1999 383,136 338/99 78/571,761</td> <td></td> </tr> <tr> <td>292/1999 383,136 2388/1999 78/571,762</td> <td></td> </tr> <tr> <td>4256/1999 383,134 88005987</td> <td></td> </tr> </tbody> </table> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		A. Trademark Application No.(s)	B. Trademark Registration No.(s)	752698 547/99 199902751 88005988	303763	1006293 848/99 337/99 88008986	303762	001046093 848/99 338/99 78/571,760	303764	291/1999 383,136 338/99 78/571,761		292/1999 383,136 2388/1999 78/571,762		4256/1999 383,134 88005987	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)														
752698 547/99 199902751 88005988	303763														
1006293 848/99 337/99 88008986	303762														
001046093 848/99 338/99 78/571,760	303764														
291/1999 383,136 338/99 78/571,761															
292/1999 383,136 2388/1999 78/571,762															
4256/1999 383,134 88005987															
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: <u>26</u></p> <p>7. Total fee (37 CFR 3.41):\$ <u>985.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>														

DO NOT USE THIS SPACE

04/05/2000 BUYER 0000043 782598

01 FC: 481 40.00 IP
02 FC: 482 625.00 IP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No 0851-0011 (exp 4/94)

TRADEMARK
REEL: 002044 FRAME: 0068

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 11, 2000 by and between SILICON VALLEY BANK ("Bank") and PrivateExpress.com ("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 January 11, 2000 (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, 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 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.

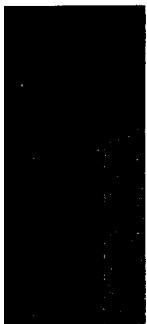
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as 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, 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 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.

IN WITNESS WHEREOF, the parties have cause 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:

3190 Clearview Way, Suite 100
San Mateo, CA 94402

Attn: CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

PrivateExpress.com

By: [Signature]

Title: President + CEO

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: VP

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. Mark: PRIVATEEXPRESS Class 9 Goods: Computer Software for Electronic Messaging Country: New Zealand	Reg. # 303702	10/16/98
2. Mark: PRIVATE EXPRESS Class 38 Country: New Zealand	Reg. # 303703	10/16/98
3. Mark: PRIVATEEXPRESS Class 42 Country: New Zealand	Reg. # 303704	10/16/98

**TRADEMARK
REEL: 002044 FRAME: 0071**

Private Express - By Mark

Report Date: 1/18/00

Page: 1

Mark	Quantity	PRIVATE EXPRESS	Class	Appl. #	Appl. Dt.	Reg. #	Reg. Dt.	Reg. Dt. Status
Australia	9, 38, 42		782698	1/11/99				Pending
Canada			1009293	3/17/99				Pending
European Union	9, 38, 42		001046073	1/1/99				Pending
Hong Kong	38		291/1999	1/12/99				Pending
Hong Kong	42		292/1999	1/12/99				Pending
Hong Kong	9		290/1999	1/12/99				Pending
Japan	9, 38, 42		4256/1999	1/20/99				Pending
Malaysia	38		547/99	1/14/99				Pending
Malaysia	42		545/99	1/14/99				Pending
Malaysia	9		546/99	1/14/99				Pending
Mexico	38		383,135	7/15/99				Pending
Mexico	42		383,136	7/15/99				Pending
Mexico	9		383,134	7/15/99				Pending
New Zealand	38		303703	1/11/99	303703	10/16/98		Standing
New Zealand	42		303,704	1/11/99		10/16/98		Standing
New Zealand	9		303702	1/11/99	303702	10/16/98		Standing
Norway	38, 42		199902751	3/17/99				Pending
Singapore	38		337/99	1/14/99				Pending
Singapore	42		338/99	1/14/99				Pending
Singapore	9		336/99	1/14/99				Pending
Switzerland	38, 42		2388/1999	3/17/99				Pending
Taiwan	38		88003987					Pending
Taiwan	42		88003988					Pending
Taiwan	9		88003986					Filed
United States	38		73571,760	10/4/99				Pending
United States	38		73571,761	10/16/98				Pending
United States	42			10/4/99				Filed
United States	42			10/16/98				Pending
United States	9		73571,762	10/16/98				Pending

TRADEMARK
REEL: 002044 FRAME: 0072

RECORDED: 03/07/2000