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01-16-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedName Execution Date
Month Day Year
Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

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Address (line 1)

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Address (line 3)

Address (line 4)

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Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75860579"/>	<input type="text" value="75955925"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

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Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No



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. Charges to deposit account are authorized, as indicated herein.

Christine E. Wilson

Ted H. Sien

Name of Person Signing

Ted H. Sien

Signature

12/18/00

Date Signed

**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

Dated: June 12, 2000

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ZairMail IP Security Agreement

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of June 12, 2000, is made by ZairMail, Inc., an Oregon corporation ("ZairMail") in favor of Hewlett-Packard Company, a Delaware corporation ("HP").

RECITALS

A. Pursuant to that certain Convertible Secured U.S. \$10,000,000 Promissory Note of even date herewith by and among ZairMail and HP (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), HP has agreed to extend certain financial accommodations to or for the direct or indirect benefit of ZairMail.

B. Pursuant to the Note and related agreements, ZairMail is required to execute and deliver to HP, for the benefit of HP, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ZairMail and HP hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Note shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.
2. Grant of Security Interest in Intellectual Property Collateral. ZairMail hereby grants to HP, for the benefit of HP, a continuing first priority security interest upon all of ZairMail's right, title and interest in, to and under the property described in Schedule I, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral");
3. Incorporation of Note Security Provision. The security interest granted pursuant

to this Agreement is granted in conjunction with the liens granted to HP, for the benefit of HP, pursuant to the Note. ZairMail hereby acknowledges and affirms that the rights and remedies of HP with respect to the liens granted under this Agreement are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

ZAIRMAIL, INC.

By: W. Low
Name: William Low
Title: President

HEWLETT-PACKARD COMPANY

By: Craig A. Whit
Name: _____
Title: _____

SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

INTELLECTUAL PROPERTY COLLATERAL

All right, title and interest of ZairMail, Inc. ("ZairMail") now owned or hereafter acquired in and to the following (collectively, the "Collateral"):

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, and all registrations and recordings thereof, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule 2 hereto (collectively, the "Patents");
- (2) All copyrights, including all original works of authorship fixed in any tangible medium of expression, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, including those set forth on Schedule 2 hereto; (collectively, the "Copyrights").
- (3) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, including those set forth on Schedule 2 hereto; (collectively, the "Trademarks").
- (4) All rights of ZairMail under any written agreement with respect to the use of any Patents, Copyright, Trademark, trade secrets, or proprietary or confidential information, including rights of a licensee or licensor with respect thereto;
- (5) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and training manuals and customer lists with respect to any Patents, Copyrights, and

Trademarks; and

- (6) All products and proceeds of the foregoing, and, in any event, (a) any and all proceeds of any insurance, indemnity or warranty payable to ZairMail from time to time with respect to any of the Collateral, (b) any and all payments made or due and payable to ZairMail from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority, (c) any and all recoveries by ZairMail against third parties with respect to any litigation or dispute concerning any of the Collateral, and (d) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, upon disposition or otherwise.

Notwithstanding anything contained herein to the contrary, the Collateral shall not include ZairMail's accounts and inventory, or the proceeds thereof.

SCHEDULE II
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)
PATENTS
(including Patent Applications)

Patents	Jurisdiction	Registration date	Registration number
Distributed System for Conducting Physical Delivery Mail Services Over Internet	PCT	03/17/2000	PCT00/07093

(PART B)
COPYRIGHTS
(including Copyright Applications)

Copyrights	Jurisdiction	Registration date	Registration number
None			

(PART C)
TRADEMARKS
(including Trademark Applications)

Trademark	Jurisdiction	Registration date	Registration number
ZairMail	US	12/16/99	75860579
ZairMail logo	US	03/10/2000	75955925