

08-07-2003

F. J. O. J.

FORM PTO-1594

REC

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)



102518017

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

1. Name of conveying party(ies): **Critical Path, Inc.**

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

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **Silicon Valley Bank**  
Internal Address: HA155  
Street Address: 3003 Tasman Drive  
City: Santa Clara                      State: CA                      ZIP: 95054

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: July 18, 2003

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State-Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark No.(s)
76/048,668	2,221,539
76/048,644	2,378,530
75/602,104	2,104,701

Additional numbers attached?  Yes  No

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

Name: **Silicon Valley Bank**  
Internal Address: Loan Documentation HA155  
Street Address: 3003 Tasman Dr.  
City: Santa Clara                      State: Ca                      ZIP: 95054

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

7. Total fee (37 CFR 3.41): **\$165.00**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

08/06/2003 DBYRNE 0000055 76048668

01 FC:8521 40.00 DP  
02 FC:8522 125.00 DP

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.

Maibela Arteaga  
Name of Person Signing

Maibela Arteaga  
Signature

7/28/03

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002795 FRAME: 0918

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (the "Agreement"), dated July 18, 2003, is entered into by and between SILICON VALLEY BANK, a California-chartered bank ("Bank"), and CRITICAL PATH, INC., a California corporation ("Grantor").

**RECITALS**

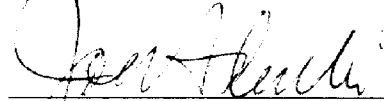
A. Bank will make advances ("Loans") to Grantor as described in that certain Amended and Restated Loan and Security Agreement of even date herewith (the "Loan Agreement"), but only if Grantor grants Bank a security interest in, among other Collateral, all of Grantor's Intellectual Property, including all Copyrights, Trademarks, Patents and Mask Works. All defined terms used herein shall have the respective meanings accorded to them in the Loan Agreement.

B. Grantor has granted Bank a security interest in all of Grantor's right, title and interest, presently existing or later acquired, in and to all of the Collateral.

**AGREEMENT**

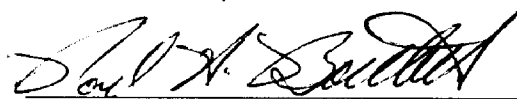
Grantor grants Bank a security interest in all of its right, title and interest in and to Grantor's Intellectual Property (including but not limited to the Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D hereto), and all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part. This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies with respect to the security interest granted hereby are in addition to (and not in lieu of) those set forth in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided herein. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

SILICON VALLEY BANK,  
a California-chartered bank

  
\_\_\_\_\_  
(Signature)

*SVB*  
\_\_\_\_\_  
(Title)

CRITICAL PATH, INC.,  
a California corporation

  
\_\_\_\_\_  
(Signature)

CFO & EVP CORPORATE DEVELOPMENT  
(Title)