

12-9-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

12-09-2003

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



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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 California, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Notice of Grant of Security Interest in Trademarks

Execution Date: November 26, 2003

2. Name and address of receiving party(ies)

Name: General Atlantic Partners 74, L.P. Internal Address:

Street Address: PLEASE SEE THE ATTACHED.

City: State: Zip:

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

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) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) PLEASE SEE THE ATTACHED.

B. Trademark Registration No.(s)

PLEASE SEE THE ATTACHED.

Additional number(s) attached? Yes No

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

Name: Doron S. Goldstein, Esq. Internal Address: Paul, Weiss, Rifkind, Wharton & Garrison LLP

Street Address: 1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 50-0706

(Attach duplicate copy of this page if paying by deposit account)

12/09/2003 BY: 0000099-500706-75869913

01 FC:8321 40.00 BA 02 FC:8322 150.00 BA

DO NOT USE THIS SPACE

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.

Doron S. Goldstein Name of Person Signing

Signature

Date December 5, 2003

Total number of pages including cover sheet, attachments, and documents: 9

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

Receiving Parties

(Total of Four)

1. General Atlantic Partners 74, L.P., a Delaware limited partnership
3 Pickwick Plaza
Greenwich, CT 06830
2. GAP Coinvestment Partners II, L.P., a Delaware limited partnership
3 Pickwick Plaza
Greenwich, CT 06830
3. GapStar, LLC, a Delaware limited liability company
3 Pickwick Plaza
Greenwich, CT 06830
4. GAPCO GmbH & Co. KG, a German limited partnership
3 Pickwick Plaza
Greenwich, CT 06830

Trademark Applications

(Total of 4)

75/869,913

75/869,915

75/869,916

75/869,974

Trademarks

(Total of 3)

1,889,639

2,229,952

2,551,661

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of November 26, 2003, made by Critical Path, Inc., a California corporation ("Grantor"), in favor of General Atlantic Partners 74, L.P., a Delaware limited partnership ("GAP LP"), GAP Coinvestment Partners II, L.P., a Delaware limited partnership ("GAP Coinvestment"), GapStar, LLC, a Delaware limited liability company ("GapStar") and GAPCO GmbH & Co. KG, a German limited partnership ("GAPCO", and together with GAP LP, GAP Coinvestment and GapStar, the "Secured Parties").

WHEREAS, the Grantor is the owner of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Security Agreement dated as of the date hereof, by and among Grantor, the Secured Parties and the other parties listed on the signature pages thereto (the "Security Agreement"), Grantor granted, assigned and conveyed to Secured Parties a security interest in, and lien on, certain intellectual property owned by the Grantor, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver to the Secured Parties this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to record the security interest in the Trademark Collateral granted pursuant to the Security Agreement;

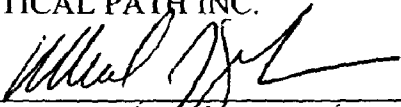
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the Grantor hereby grants, assigns and conveys to the Secured Parties a security interest in, and lien, on the Trademark Collateral, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor hereby requests the relevant trademark office and/or governing body to file and record the same together with the annexed Schedule 1.

The Grantor and the Secured Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Notice to be duly executed and delivered as of the date first above written.

CRITICAL PATH INC.

By: 
Name: Michael Zerkman
Title: SVP & GC

Signature Page to Notice of Grant of Security Interest in Trademarks

Schedule 1

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Intent-To-Use ¹	Status ²
Japan	CRITICAL PATH	4,683,759	12/24/99	11-118,049	6/20/03	No	Registered
Mexico	CRITICAL PATH (38)	427,601	5/26/00	712,056	5/26/00	No	Registered
Mexico	CRITICAL PATH (42)	427,602	5/26/00	704,371	6/28/01	No	Registered
South Korea	CRITICAL PATH	2000/5,002	2/29/00	68,714	6/14/01	No	Registered
Sweden	CRITICAL PATH	00-02,710	3/30/00	360 476	4/4/03	No	Registered
Switzerland	CRITICAL PATH	673/2000	1/25/00	478,872	1/25/00	No	Registered
Taiwan	CRITICAL PATH (Class 38)	89,008,548	2/18/00	150,547	10/16/01	No	Registered
Taiwan	CRITICAL PATH (Class 42)	89,008,545	2/18/00	142,100	4/16/01	No	Registered
Argentina	CRITICAL PATH (Class 38)	2,268,997	2/18/00			No	Published
Argentina	CRITICAL PATH (Class 42)	2,268,998	2/18/00	1,838,827	7/31/01	No	Registered
Argentina	CRITICAL PATH (Class 35)	2,268,997	2/18/00	1857112	1/8/02	No	Registered
Australia	CRITICAL PATH	827,586	3/14/00	827586	3/14/00	No	Registered
Brazil	CRITICAL PATH (Class 38)	822,802,708	6/13/00			?	Allowed
Brazil	CRITICAL PATH (Class 42)	822,802,724	6/13/00			?	Allowed
Canada	CRITICAL PATH	1,047,140	2/17/00			Yes, statement On extension	Published
Peoples Republic of China	CRITICAL PATH (Class 38)	2,000,015,465	2/3/00	1,667,706	11/14/01	No	Registered
Peoples Republic of China	CRITICAL PATH (Class 42)	2,000,015,464	2/3/00	1,660,000	10/28/01	No	Registered
Japan	CRITICAL PATH LOGO	4,683,760	12/24/99	11-118,050	6/20/03	No	Registered
Mexico	CRITICAL PATH LOGO (38)	427,603	5/26/00	712,057	5/26/00	No	Registered

¹ With "yes" or "no" indicate whether application was filed on an intent-to-use basis.

² If application was filed on an intent-to-use basis and has not yet registered, indicate whether an Amendment to Allege Use or a statement of Use has been filed and whether such document has been accepted by the relevant trademark office.

Mexico	CRITICAL PATH LOGO (42)	427,604	5/26/00			No	Pending
South Korea	CRITICAL PATH LOGO	2000/5,003	2/29/00	68,713	6/14/01	No	Registered
Sweden	CRITICAL PATH LOGO	00-02,711	3/30/00	360 475	4/4/03	No	Registered
Switzerland	CRITICAL PATH LOGO	674/2000	1/25/00	477,458	1/25/00	No	Registered
Taiwan	CRITICAL PATH LOGO (38)	89,008,547	2/18/00	156,863	1/16/02	No	Registered
Taiwan	CRITICAL PATH LOGO (42)	89,008,546	2/18/00	142,100	6/15/01	No	Registered
Argentina	CRITICAL PATH LOGO (38)	2,268,995	2/18/00			No	Pending
Argentina	CRITICAL PATH LOGO (42)	2,268,996	2/18/00	1,838,825	7/31/01	No	Registered
Brazil	CRITICAL PATH LOGO (38)	822,802,740	6/13/00			?	Pending
Brazil	CRITICAL PATH LOGO (42)	822,802,732	6/13/00			?	Pending
Canada	CRITICAL PATH LOGO	1,047,139	2/17/00			Yes, statement On extension	Pending
Peoples Republic of China	CRITICAL PATH LOGO (Class 38)	2,000,015,462	2/3/00	1,667,704	11/14/01	No	Registered
Peoples Republic of China	CRITICAL PATH LOGO (Class 42)	2,000,015,463	2/3/00	1,739,707	3/28/02	No	Registered
European Union	CRITICAL PATH LOGO	1,468,073	1/20/00			?	Pending
United States	CRITICAL PATH LOGO 38	75/869,900	12/13/99	2,551,661	3/26/02	No	Registered
United States	CRITICAL PATH LOGO 35,38,42	75/869,913	12/13/99			Yes	Statement Accepted
United States	CP Design	75/869,916	12/13/99			Yes	Pending
European Union	INTELLIJOIN	1,289,800	8/25/99	1,289,800	11/17/00	?	Registered
European Union	REMARQ	1,163,666	5/6/99	1,163,666	12/18/00	No	Registered
Australia	REMARQ	791,548	4/19/99	791,548	4/19/99	No	Registered
Japan	REMARQ	11-43,186	5/19/99			No	Pending
United States	SUPERNEWS	75/256,523	3/13/97	2,229,952	3/9/99	No	Registered
United States	TOOLBUILDER	74/352,466	1/26/93	1,889,639	4/18/95	No	Registered

United Kingdom	TOOLBUILDER	1,464,085	5/11/91	1,464,085	7/21/95	No	Registered
Japan	CRITICAL PATH PACIFIC	11-118,051	12/24/99			?	Published
Argentina	HOW THOUGHT TRAVELS	2,322,318 2,322,319	1/2/01			?	Published
Australia	HOW THOUGHT TRAVELS	861,710	12/29/00			?	Pending
United States	Triangle Design	75/869,915	12/13/99			Yes	Allowed
United States	Triangle Design	75/869,974	12/13/99			Yes	Pending

Doc #:NY6:616063.3

RECORDED: 12/09/2003

TRADEMARK
REEL: 002874 FRAME: 0976