

4/26/04

01-28-2004

FORM PTO-1594

RECC

(Rev. 03/01)  
OMB No. 0651-0027 (exp. 05/31/2002)



102731700

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):  
**USA.Net, Inc.**

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

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

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

3. Nature of conveyance:

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

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

04/15/04

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

A. Trademark Application No.(s) 76/543,778	B. Trademark No.(s) 2,211,431 2,161,201 2,1103,277
	2,341,606 2,588,529
	2,218,459 2,743,981
	2,588,529
	2,533,160
	2,437,755

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: **10 11**

7. Total fee (37 CFR 3.41):                      \$ ~~285.00~~ 290.-  
 Enclosed  
 Authorized to be charged to deposit account

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

04/27/2004 BYRME 00000066 76543778  
01 FC:0521 40.00 OP  
02 FC:0522 250.00 OP

DO NOT USE THIS SPACE

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2004 APR 26 AM 9:18  
FINANCE SECTION  
4/19/04  
Date

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.*

Maribel Arteaga  
Name of Person Signing

Maribel Arteaga  
Signature

AW

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

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

TRADEMARK  
REEL: 002956 FRAME: 0152

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and USA.NET, Inc. ("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 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). 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:

1155 Kelly Johnson Boulevard, Suite 305  
Colorado Springs, CO 80920

Attn: \_\_\_\_\_

Address of Bank:

4410 Arapahoe Ave., Ste. 200  
Boulder, CO 80303

Attn: \_\_\_\_\_

GRANTOR:

USA.NET, Inc.

By: David A. Parnes  
Title: President & CEO

BANK:

SILICON VALLEY BANK

By: Kevin L. Thomas  
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Electronic Message Forwarding System	Registration No. 5,937,161	08/10/99
Electronic Mail Classified Advertising System	Application No. 09/835,355	04/17/01

## EXHIBIT C

## Trademarks

MARK	COUNTRY	APPLICATION REGISTRATION	CLASS: GOODS/SERVICES
AMERICA'S E-MAIL ADDRESS	United States	Registration No. 2,211,431	<u>Class 38</u> : telecommunications services, namely, receipt, storage, and forwarding of electronic messages for others by electronic transmission
eARMOR	United States	Serial No. 76/543,778	<u>Class 9</u> : Software used in connection with spam and content filtering, virus scanning, network protection, message queuing, and messaging reports,  <u>Class 38</u> : Electronic mail services; namely, spam and content filtering, virus scanning, network protection, message queuing, and messaging reports in connection with multiple-user access to and use of a global computer information network  <u>Class 42</u> : Development of software for use in connection with spam and content filtering, virus scanning, network protection, message queuing, and messaging reports
NETADDRESS	United States	Registration No. 2,341,606	<u>Class 38</u> : providing an electronic mail forwarding service for others wherein individuals may have electronic mail forwarded to a selected one of a plurality of addresses
NET@DDRESS	United States	Registration No. 2,218,459	<u>Class 38</u> : electronic mail services
NET@DDRESS (Stylized)	United States	Registration No. 2,163,277	<u>Class 38</u> : providing an electronic mail forwarding service for others wherein an individual may have electronic mail forwarded to a different electronic mail address
<u>NET@DDRESS</u> MESSAGING CENTER	United States	Registration No. 2,588,529	<u>Class 38</u> : electronic mail services; providing multi-user access to a global computer information network  <u>Class 39</u> : electric storage of data and computer applications; and electronic storage facilities for the retention of data and computer applications
THE GLOBAL EMESSAGING SERVICE PROVIDER	United States	Registration No. 2,533,160	<u>Class 38</u> : Computer services, namely, electronic mail and messaging services via a global computer network

MARK	COUNTRY	APPLICATION REGISTRATION	CLASS: GOODS/SERVICES
USA NET	United States	Registration No. 2,437,755	<u>Class 38</u> : providing multiple user access to a global computer information network for the transfer and dissemination of a wide range of information
USA.NET	United States	Registration No. 2,161,201	<u>Class 42</u> : computer services, namely, providing multiple user access to a global computer information network for the transfer and dissemination of a wide range of information
YOU RUN YOUR BUSINESS. WE'LL RUN YOUR EMAIL.	United States	Registration No: 2,588,529	<u>Class 38</u> : Computer services, namely, electronic mail and messaging services via a global computer network.
YOU RUN YOUR BUSINESS. WE'LL RUN YOUR EMESSAGING.	United States	Registration No. 2,743,981	<u>Class 38</u> and providing electronic storage of voice, video and electronic mail communications and storage facilities for the retention of electronic data in Class 39 (intent to use).

MARK	COUNTRY	APPLICATION REGISTRATION	CLASS: GOODS/SERVICES
NET@DDRESS	Canada	Application No. 1,019,589	Electronic mail services

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date