

05-07-2004



FORM PTO-1594

F

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

102739864

Patent and Trademark Office

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

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

<p>1. Name of conveying party(ies): <b>Mailblocks, Inc.</b> <b>5-5-04</b></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 DE  <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>2. Name and address of receiving party(ies): Name: <b>Silicon Valley Bank</b> Internal Address: HA155 Street Address: 3003 Tasman Drive</p> <p>City: Santa Clara                      State: CA                      ZIP: 95054</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: 4/26/04</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-Delaware  <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  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) <b>78/153,491</b> <b>78/224,305</b>	B. Trademark No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

OPR/FINANCE  
APR 21 5 41 57

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Silicon Valley Bank</b> Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara                      State: Ca                      ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: <b>2</b></p> <p>7. Total fee (37 CFR 3.41):                      \$<u>65.00</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>
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05/06/2004 HGETACHE 00000031 78153491  
01 FC:8521 48.00 OP  
02 FC:8522 25.00 OP

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.

**Maribel Arceaga**                      Maribel Arceaga                      4/29/04  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document:  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, DC 20230

**TRADEMARK**  
**REEL: 002963 FRAME: 0877**

## 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 Mailblocks, 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:

201 Main Street  
Suite 100  
Los Altos, CA 94022

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

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

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

GRANTOR:

MAILBLOCKS, INC

By:  \_\_\_\_\_

Title: Acting CEO

BANK:

SILICON VALLEY BANK

By:  \_\_\_\_\_

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Filter-in Method for Reducing  
Junk E-Mail

6,112,227

Aug. 6, 1998

(Please see attached)

Mailblocks  
Pending Provisional Patent Applications

No.	Title	Inventor(s)	Serial No.	Filing Date
15690.011	Authorizing Delivery of Electronic Messages by Preventing Machine Recognition and Interpretation of Confirmation Codes	Philip Y. Goldman et al.	60/469,489	9-May-03
15690.018	Time-Based Techniques for Confirming Identity of Recipient of Electronic Message	Philip Y. Goldman; Richard Landsman; Jay Logue; Jeff Heiner; John Evans; Mike Migliore	60/469,199	9-May-03
15690.027	Accommodating Self-Addressed Mail in a Challenge/Response System	Jay Logue, Jeff Heiner	60/490,850	28-Jul-03
15690.001.1	Third-Party Authorization for Delivery of Electronic Messages	Philip Y. Goldman	60/504,063	18-Sep-03
15690.019	Management of Messages Folders in Electronic Message Filtering Systems	Philip Y. Goldman; Richard Landsman; Jay Logue; Jeff Heiner; Mike Migliore	60/516,136	31-Oct-03
15690.028	Community Messaging Lists for Authorization to Deliver Electronic Messages	Richard Landsman, Jay Logue	60/531,536	19-Dec-03
15690.026	Confirmation of Availability of Messaging Account to User	Jay Logue, Phil Goldman	60/538,313	22-Jan-04
15690.033	Electronic Messaging System for Establishing Marketing Community	Philip Y. Goldman, Susan Bratton	60/540,610	30-Jan-04
15690.034	Challenge/Response Message Filtering Using Social Networking Information	Richard Landsman, Tim Sullivan, Jay Logue	60/543,606	11-Feb-04

Mailblocks  
Pending Patent Applications

YWI File No.	Title	Inventors	Serial No.	Filing Date	Cont. No.
15690.009	Filtering Electronic Messages While Permitting Delivery of Solicited Electronic Messages	Philip Y. Goldman, Richard Landsman, Michael Migliore, Jeffrey Hainer, Jay Logue	10/361,247	10-Feb-03	3736
15690.010	Sorting of Incoming Electronic Messages Using Attributes of Address of Sender	Philip Y. Goldman, Richard Landsman	10/418,373	18-Apr-03	6125
15690.028.1	Systems and Methods for Authorizing Delivery of Incoming Messages	Tim Sullivan, Jay Logue	10/747,557	29-Dec-03	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAILBLOCKS - Electronic mail services	79/153,491	App. date: 8/12/02
PEOPLE PICKER - Electronic mail address book management services	79/224/309	published - 2/3/04



STATUS REPORT FOR  
MAILBLOCKS, INC.  
Client Number: 35698  
Prepared on: 4/26/2004

MoFo Matter No.	Mark Serial/Registration Number	Country	Class/Goods and Services	Status
35698- 24001.00	MAILBLOCKS Serial No. 78/153,491	United States	CLASS: 38 Electronic mail services	Filed App. Date 8/12/2002  Opposition No. 91156910 Opposed by United Parcel Service of America, Inc.
35698- 24003.00	PEOPLE PICKER Serial No. 78/224,309	United States	CLASS: 42 Electronic mail address book management services	Filed App. Date 3/11/2003 Published 2/3/2004

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**EXHIBIT D**

**Mask Works**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

*None*