Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STRATIFY, INC.		03/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78537377	STRATIFY LEGAL DISCOVERY
Serial Number:	78537036	STRATIFY LEGAL DISCOVERY
Registration Number:	2848179	STRATIFY DISCOVERY SYSTEM
Registration Number:	2877831	STRATIFY DISCOVERY SYSTEM
Registration Number:	2877826	STRATIFY
Registration Number:	2730284	DISCOVER MORE
Registration Number:	2900187	STRATIFY

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Christine Wilson 1750 K Street, NW Address Line 1:

Suite 200 Address Line 2:

> **TRADEMARK REEL: 003065 FRAME: 0469**

900022941

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	CHRISTINE WILSON	
Signature:	/CHRISTINE WILSON/	
Date:	04/13/2005	
Total Attachments: 5 source=stratify - silicon valley#page1.tif source=stratify - silicon valley#page2.tif source=stratify - silicon valley#page3.tif source=stratify - silicon valley#page4.tif source=stratify - silicon valley#page5.tif		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 29, 2005 by and between SILICON VALLEY BANK ("Bank") and STRATIFY, INC., a Delaware corporation ("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 as of March 24, 2004 (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).
- B. Bank is willing to continue 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 and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lenders and Grantor, 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 and Trademarks listed on Exhibits A, B and C 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 Lenders under the Loan Agreement. The rights and remedies of Lenders 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 Lenders provided for herein or in the Loan

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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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional intellectual property developed or acquired by Grantor in connection with any product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

IN WITNESS WHEREOF, the parties have caused 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: 701 N. Shoreline Blvd. Suite A Mountain View, CA 94043

Address of Bank: 3003 Tasman Drive Santa Clara, CA 95054 GRANTOR: STRATIFY, INC

BANK:

SILICON VAID

By: manacur RULASTONSHEP

Title:

EXHIBIT A Copyrights

Description

Registration Number

Registration <u>Date</u>

None

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EXHIBIT B Patents

Description	Registration/ Application Number	Registration/ Application <u>Date</u>
TECHNIQUES FOR IDENTIFYING AND ACCESSING INFORMATION OF INTEREST TO A USER IN A NETWORK ENVIRONMENT WITHOUT COMPROMISING THE USER'S PRIVACY	6,581,072	6/17/03
METHOD FOR CREATING USER PROFILES	6,701,362	
METHOD AND SYSTEM FOR CLASSIFYING OR CLUSTERING ONE ITEM INTO MULTIPLE CATEGORIES	09/860,646	5/18/01
TECHNIQUES FOR SHARING CONTENT INFORMATION WITH MEMBERS OF A VIRTUAL USER GROUP IN A NETWORK ENVIRONMENT WITHOUT COMPROMISING USER PRIVACY	09/861,094	5/17/01
METHOD AND SYSTEM FOR CREATING USER PROFILES BY CLASSIFYING CONTENT WITH A MODEL	09/863,056	5/21/01
SYSTEM AND METHOD FOR DISPLAYING CUSTOMIZED INFORMATION TO COMPUTER USERS BY USING DATA RESIDENT ON THEIR COMPUTER	09/879,490	6/11/00
METHOD AND SYSTEM FOR GUIDED CLUSTER BASED PROCESSING ON PROTOTYPES	10/017,504	12/14/01
TECHNIQUES FOR ORGANIZING DATA TO SUPPORT EFFICIENT REVIEW AND ANALYSIS	60/551,487	3/5/04

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EXHIBIT C Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
STRATIFY LEGAL DISCOVERY	78/537,377	12/22/04
STRATIFY LEGAL DISCOVERY	78-537,036	12/22/04
STRATIFY DISCOVERY SYSTEM	2,848,179	6/1/04
STRATIFY DISCOVERY SYSTEM	2,877,831	8/24/04
STRATIFY	2,877,826	8/24/04
DISCOVER MORE	2,730,284	6/24/03
STRATIFY	2,900,187	11/2/04

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RECORDED: 04/13/2005