



**Receiving Party(ies)**  
**Continuation of the Information in Item 2**

Gold Hill Venture Lending 03, L.P.  
3003 Tasman Drive  
Santa Clara, CA 95054

Delaware -- Limited Partnership

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 30th day of June, 2005, by and among MIRRA, INC., a Delaware corporation with its principal place of business at 150 Mathilda Place, Suite 450, Sunnyvale, California 94086 ("Grantor"), SILICON VALLEY BANK, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("SVB"), as agent (the "Agent"), and the other Lenders party hereto, including without limitation, SVB and GOLD HILL VENTURE LENDING 03, L.P., as successor in interest to Silicon Valley Bancshares ("Gold Hill")(SVB and Gold Hill each individually, a "Lender", and collectively, the "Lenders").

### RECITALS

A. Lenders agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Term Loan and Security Agreement dated as of June 30, 2004 between Grantor and Lenders, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lenders are willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Notwithstanding the terms of the Loan Agreement, Grantor has granted to Lenders 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 Intellectual Property Collateral (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lenders (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses");

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Agent of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Agent in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be

unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Lenders' interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lenders a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lenders of their rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lenders by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lenders in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lenders' Rights. Lenders shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lenders for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lenders and their employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lenders access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Agent, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Lenders' security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Agent of its intent to register such Copyrights or Mask Works and has provided Agent with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Agent may reasonably request in order to maintain the perfection and priority of Lenders' security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lenders a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lenders to maintain the perfection and priority of their security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lenders of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Agent or otherwise, from time to time in Agent's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Agent deems appropriate, in order to further perfect or protect Lenders' interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lenders; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lenders shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property

Collateral and any tangible property in which Lenders have a security interest and to make it available to Lenders at a place designated by Lenders. Lenders shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lenders to exercise their rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lenders in connection with the exercise of any of Lenders' rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lenders' rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lenders and their officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lenders as a result of or in any way arising out of, following or consequential to transactions between Lenders and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lenders' gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lenders shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDERS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDERS' RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDERS EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lenders shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information

may be made: (i) to Lenders' subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lenders' examination or audit; and (v) as Lenders consider appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lenders' possession when disclosed to Lenders, or becomes part of the public domain after disclosure to Lenders; or (b) is disclosed to Lenders by a third party, if Lenders reasonably do not know that the third party is prohibited from disclosing the information.





EXECUTED as a sealed instrument under the laws of the State of California on the day and year first written above.

Address of Grantor:

150 Mathilda Place, Suite 450  
Sunnyvale, California 94086

GRANTOR:

MIRRA, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK, as Agent and as a Lender

By: Juan Li

Name: TERESA LI

Title: RELATIONSHIP MANAGER

GOLD HILL VENTURE LENDING 03, L.P., as a Lender

By: GOLD HILL VENTURE LENDING PARTNERS 03, LLC, its General Partner

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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EXECUTED as a sealed instrument under the laws of the State of California on the day and year first written above.

Address of Grantor:

444 Castro Street, Suite 1100

Mountain View, California 94041

GRANTOR:

MIRRA, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK, as Agent and as a Lender

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GOLD HILL VENTURE LENDING 03, L.P., as a Lender

By: GOLD HILL VENTURE LENDING PARTNERS 03, LLC, its General Partner

By: [Signature]

Name: SEAN LINDEN

Title: PARTNER

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated June 30, 2005.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
None		

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
None				

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

As a company policy, Mirra marks all print and digital marketing materials with a common law copyright notice (i.e. © 2005 Mirra, Inc.). Examples of items marked with common law copyright notices include, but are not limited to:

- Mirra Personal Server packaging © 2005 Mirra, Inc
- Mirra tri-fold consumer brochure © 2005 Mirra, Inc
- Mirra web site pages (all) © 2005 Mirra, Inc
- Mirra product instructions accompanying product © 2005 Mirra, Inc
- Mirra advertisements © 2005 Mirra, Inc
- Mirra sales materials (flyers, brochures, direct mail) © 2005 Mirra, Inc

Mirra Personal Server Version 0.9 © 2003 Mirra, Inc  
 Mirra Personal Server Version 1.0 © 2003 Mirra, Inc  
 Mirra Personal Server Version 1.1 © 2003 Mirra, Inc  
 Mirra Personal Server Version 2.0 © 2004 Mirra, Inc  
 Mirra Personal Server Version 2.1 © 2005 Mirra, Inc

Mirra PC Client Software Version 0.9 © 2003 Mirra, Inc  
 Mirra PC Client Software Version 1.0 © 2003 Mirra, Inc  
 Mirra PC Client Software Version 1.1 © 2003 Mirra, Inc  
 Mirra PC Client Software Version 2.0 © 2004 Mirra, Inc  
 Mirra PC Client Software Version 2.1 © 2005 Mirra, Inc

Mirra Web Service Version 0.9 © 2003 Mirra, Inc  
Mirra Web Service Version 1.0 © 2003 Mirra, Inc  
Mirra Web Service Version 1.1 © 2003 Mirra, Inc  
Mirra Web Service Version 2.0 © 2004 Mirra, Inc  
Mirra Web Service Version 2.0.5 © 2005 Mirra, Inc  
Mirra Web Service Version 2.0.5c © 2005 Mirra, Inc  
Mirra Web Service Version 2.1 © 2005 Mirra, Inc

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated June 30, 2005.

## EXHIBIT "B"

### PATENTS

TITLE	SERIAL NO.	ISSUE DATE
Peer to Peer Remote Data Storage and Collaboration	10/227,328	23-Aug-02
Distributed Content Management System	10/736,160	15-Dec-03
Service Platform Application Distribution Manager	10/822,313	12-Apr-04
Rule-Based Content Management System	10/889,801	26-Jul-04
Computing Device Configuration Manager	10/928,409	26-Aug-04
Restoration of Data Corrupted by Viruses Using Pre-Infected Copy of Data	10/928,567	26-Aug-04
Seamless Scaling of Multiple Appliances	10/935,930	8-Sep-04
Communications Management System	10/935,891	8-Sep-04
Content Management In a Client and Website Environment	11/030,414	6-Jan-05
Firewall Permitting Access to Network Based on Accessing Party Identity	11/030,449	6-Jan-05
Computer Networks for Providing Peer to Peer Remote Data Storage and Collaboration	11/032,366	10-Jan-05
Transferring Data Between Computers for Collaboration or Remote Storage	11/032,359	10-Jan-05

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated June 30, 2005.

**EXHIBIT "C"**

**TRADEMARKS**

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO</u>	<u>REG. NO.</u>	<u>STATUS</u>
Typed drawing of word mark "Mirra"	USA	78277371	Pending	Registration Pending

Common law trademarks (status: registration not applied for):

- Mirra Web Services
- Protect What Matters
- MirraGuard
- Personal Server
- Ispiri

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated June 30, 2005.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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None



Exhibit "E" attached to that certain Intellectual Property Security Agreement dated June 30, 2005.

## EXHIBIT "E"

### LICENSES

#### **Domain Names (URLs):**

Mirra is the licensee of the following uniform resource locators (web site domain names):

- digitalprep.org
  - protectwhatmatters.org
  - mirra4u.com
  - mirradirect.com
  - mirra.com
  - ispiri.com
- 900457.1