

3/13/06

03-15-2006

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

REC



103197628

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

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Silicon Valley Bank

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

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No
Name: **PostX Corporation**
Internal Address
Street Address: **3 Results Way**
City **Cupertino**
State **CA**
Country **USA**
Zip **95014**

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): 03/07/2006

Assignment Merger
 Security Agreement Change of Name
 Other **Release**

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship
 Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2527725

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Attached hereto as "Exhibit C"

Additional sheets attached? Yes No

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

Name: **Silicon Valley Bank**
Internal Address: **Loan Collateral HF154**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **CA** ZIP: **95054**
Phone Number: **(408) 654-4042**
Fax Number: **(408) 654-6313**
Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date
03/14/2006 LNUELLER 00000092 2527725

b. Deposit Account Number
Authorized User Name
01 FC50521

40.00 OP

9. Signature.

John R. Ross
Name of Person Signing

3/7/2006
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003314 FRAME: 0241

PARTIAL RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby partially releases its security interest in the interests of **Postx Corporation**, ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, January 25, 2005, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on February 11, 2005, Reel 003028, Frame 0178.

Registration Number:

2,527,725

Dated: **March 7, 2006**

SILICON VALLEY BANK

By: Maribel Higareda
Name: Maribel Higareda
Title: Operations Supervisor

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January ~~25~~, 2005 by and between SILICON VALLEY BANK ("Bank") and POSTX 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 January ~~25~~, 2005 (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 and Patents 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 and Trademarks listed on Schedules 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 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. This Security Agreement shall terminate as provided in Section 4.1 of the Loan Agreement.

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.

GRANTOR:

Address of Grantor:

3 Results Way
Cupertino, CA 95014

Attn: CONTROLLER

POSTX CORPORATION

By: [Signature]

Title: CONTROLLER

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: [Signature]

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

	<u>Status</u>	<u>App Number Pat Number</u>	<u>App Date Iss Date</u>
<i>Country:</i> Australia <i>Title:</i> METHOD AND APPARATUS CAPABLE OF EMBEDDING, EXTRACTING AND PROCESSING DATA WITHIN A FILE HAVING AN HT ML FORMAT	GRANTED	20107/99 741232	23-Dec-1998 03-Mar-2002
<i>Country:</i> United States of America <i>Title:</i> E-MAIL PROGRAM CAPABLE OF TRANSMITTING, OPENING AND PRESENTING A CONTAINER HAVING DIGITAL TENT USING EMBEDDED EXECUTABLE SOFTWARE	GRANTED	08/845722 6014688	25-Apr-1997 11-Jan-2000
<i>Country:</i> United States of America <i>Title:</i> METHOD OF PROCESSING AN E-MAIL MESSAGE THAT INCLUDES A REPRESENTATION OF AN ENVELOPE	GRANTED	09/433033 6304897	01-Nov-1999 16-Oct-2001
<i>Country:</i> United States of America <i>Title:</i> SYSTEM AND METHOD FOR PROVIDING TRADE CONFIRMATIONS	GRANTED	09/247117 6477647	08-Feb-1999 05-Nov-2002
<i>Country:</i> United States of America <i>Title:</i> METHOD FOR GENERATING SECURE SYMMETRIC ENCRYPTION AND DECRYPTION	GRANTED	09/347621 6367010	02-Jul-1999 02-Apr-2002
<i>Country:</i> United States of America <i>Title:</i> SYSTEMS AND METHODS FOR ENCRYPTING/DECRYPTING DATA	PENDING	09/549446	14-Apr-2000
<i>Country:</i> European Patent Convention <i>Title:</i> SYSTEMS AND METHODS FOR ENCRYPTING/DECRYPTING DATA	GRANTED	01928518.8	12-Apr-2001 27-Jul-2004
<i>Country:</i> United States of America <i>Title:</i> SYSTEM AND METHOD FOR APPLLET CACHING	PUBLISHED	10/330680	27-Dec-2002
<i>Country:</i> Patent Cooperation Treaty <i>Title:</i> SYSTEM AND METHOD FOR APPLLET CACHING	PUBLISHED	PCT/US02/41501	27-Dec-2002
<i>Country:</i> United States of America <i>Title:</i> E-MAIL PROGRAM CAPABLE OF TRANSMITTING, OPENING AND PRESENTING A CONTAINER HAVING DIGITAL TENT USING EMBEDDED EXECUTABLE SOFTWARE	PENDING	10/465829	18-Jun-2003
<i>Country:</i> United States of America <i>Title:</i> MULTIPLE PASSWORD DOCUMENTS	PENDING	10/969220	19-Oct-2004

	<u>Status</u>	<u>App Number</u> <u>Pat Number</u>	<u>App Date</u> <u>Iss Date</u>
<i>Country:</i> United States of America <i>Title:</i> FALLBACK KEY RETRIEVAL	PENDING	10/969324	19-Oct-2004
<i>Country:</i> United States of America <i>Title:</i> PLATFORM INDEPENDENT ZERO FOOTPRINT DECOMPRESSION	PENDING	10/888796	09-Jul-2004

EXHIBIT C**Trademarks**

<u>Trademark</u>	<u>Status</u>	<u>App Number Reg Number</u>	<u>App Date Reg Date</u>
ACT. INTERACT. TRANSPORT. <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/775,643 2360204	13-Aug-1999 20-Jun-2000
EPOST <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/229,598 2,527,725	22-Jan-1997 08-Jan-2002
FIRST CLASS BUSINESS E-MAIL <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/571,035 2,302,017	14-Oct-1998 21-Dec-1999
POSTX <i>Country:</i> European Community <i>Classes:</i> 9	Registered	01132026 001132026	08-Apr-1999 05-Dec-2002
POSTX <i>Country:</i> Germany	Registered	39923610409 399236104	19-Apr-1999 13-Apr-2000
POSTX <i>Country:</i> Japan	Registered	1999-30866 4393251	09-Apr-1999 23-Jun-2000
POSTX <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/182,190 2,198,906	15-Oct-1996 20-Oct-1998
POSTX and Design (B & W) <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/571,026 2,313,757	14-Oct-1998 01-Feb-2000
POSTX and Design (b&w) <i>Country:</i> Germany	Registered	39923025409 399 23 025	16-Apr-1999 12-Jul-1999
POSTX and Design (b&w) <i>Country:</i> Japan <i>Classes:</i> 9	Registered	1999-33798 4393252	19-Apr-1999 23-Jun-2000

<u>Trademark</u>	<u>Status</u>	<u>A Number Reg Number</u>	<u>App Date Reg Date</u>
POSTX and Design (colored) <i>Country:</i> Japan	Registered	1999-11538 4402734	15-Feb-1999 21-Jul-2000
POSTX and Design (in color) <i>Country:</i> European Community <i>Classes:</i> 9	Registered	001073998 001073998	12-Feb-1999 12-Feb-1999
POSTX and Design (in color) <i>Country:</i> Germany <i>Classes:</i> 9	Registered	39910658.8/9 399 10 658	17-Feb-1999 11-Oct-1999
POSTX and Design (in color) <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/539,198 2,521,504	19-Aug-1998 25-Dec-2001
POSTX ENVELOPE <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/571,037 2,572,492	14-Oct-1998 28-May-2002
POSTX EXPRESS <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/774,936 2357642	13-Aug-1999 13-Jun-2000
PUSHING THE ENVELOPE <i>Country:</i> United States of America <i>Classes:</i> 9	Registered	75/571.036 2361521	14-Oct-1998 27-Jun-2000