

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|--------------|
| GLOBALSCAPE, INC. | | 09/22/2006 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------|
| Name: | SILICON VALLEY BANK |
| Street Address: | 3003 Tasman Drive |
| City: | Santa Clara |
| State/Country: | CALIFORNIA |
| Postal Code: | 95054-1191 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2373965 | CUTEMAP |
| Registration Number: | 2373966 | CUTEZIP |
| Registration Number: | 2321639 | CUTEHTML |
| Registration Number: | 2321652 | CUTEFTP |
| Registration Number: | 2404021 | GLOBALSCAPE |
| Registration Number: | 2389948 | CUTEMX |
| Registration Number: | 2552096 | GLOBALSCAPE |
| Registration Number: | 2530785 | CUTEFTP PRO |
| Registration Number: | 2544391 | GLOBAL SCAPE |
| Registration Number: | 2644623 | CUTESITE BUILDER |
| Registration Number: | 2793190 | GLOBALSCAPE |
| Registration Number: | 2809514 | PURECMS |

CORRESPONDENCE DATA

CH \$315.00 2373965

Fax Number: (858)677-1401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-638-6733
Email: karen.johanson@dlapiper.com
Correspondent Name: Karen Johanson / DLA Piper
Address Line 1: 4365 Executive Drive
Address Line 2: Suite 1100
Address Line 4: San Diego, CALIFORNIA 92121-2133

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 354271-157 |
| NAME OF SUBMITTER: | Troy Zander |
| Signature: | /Troy Zander/ |
| Date: | 09/27/2006 |

Total Attachments: 6
source=GlobalSc#page1.tif
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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 GlobalSCAPE, 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 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:
6000 Northwest Parkway, Suite 100
San Antonio, Texas 78249

Attn: Chief Financial Officer

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

GlobalSCAPE, INC.

By: Charles R. Poole

Title: Manager

BANK:

SILICON VALLEY BANK

By: Mark C. Calvert

Title: Vice President

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| Cute HTML 1.0b | TX-4-950-254 | 1/27/99 |
| Cute Map : version 1.1 | TX-5-138-103 | 9/24/99 |
| Cute MX alpha release | TX-5-138-104 | 9/28/99 |
| CuteFTP, version 2.6 | TX-5-154-531 | 9/30/98 |
| Cute HTML, version 2.0 | TX-5-154-532 | 12/14/99 |
| Cute HTML, version LE | TX-5-154-533 | 12/14/99 |
| CuteFTP, version 2.8 | TX-5-154-534 | 1/22/99 |
| CuteFTP, version 3.0 | TX-5-154-535 | 7/1/99 |
| CuteFTP, version 3.5 | TX-5-154-536 | 10/29/99 |
| Cute FTP : version 4.0 | TX-5-276-307 | 3/14/00 |
| Cute FTP : 4.26 beta | TX-5-276-306 | 9/8/00 |
| Cute MX : version 1.0 | TX-5-276-309 | 6/19/00 |
| Cute TP Pro shell | TX-5-313-346 | 3/26/01 |
| Cutezip.cpp | TX-5-407-226 | 6/22/01 |
| Cute FTP : version 4.2.4.0 | TX-5-453-660 | 6/25/01 |
| Cute zip version 2.1 | TX-5-519-657 | 10/26/01 |
| Cute FTP 5.0 | TX-5-635-215 | 6/17/02 |
| Cute FTP Pro version 2.0 | TX-5-638-116 | 11/20/01 |
| Globalscape secure FTP server : version 1.0f | TX-5-640-081 | 7/18/02 |
| Administrator interface for GlobalSCAPE secure FTP server : version 1.0 | TX-5-666-473 | 7/18/02 |
| Cute FTP pro version 3.0 | TX-5-704-041 | 11/4/02 |
| Cute HTML, version 2.3 | TX-5-730-335 | 11/16/01 |
| Administrator interface for GlobalScape secure FTP server, version 1 Beta | TX-5-730-336 | 1/25/02 |
| GlobalScape secure FTP server, version 1.0 Beta | TX-5-730-337 | 1/25/02 |
| Wallaby 95 website graphics : vol. 2 | VA-925-037 | 9/10/97 |
| Wallaby 95 website graphics : vol. 1 | VA-925-038 | 6/12/97 |

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent Number</u> | <u>Filing Date</u> |
|--|--------------------------|------------------------|
| Method and System for Conducting a Full Text Search on a Client System by a Server System | 6751624 | 4/4/01 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| CUTEMAP | 2373965 | 3/9/99 |
| CUTEZIP | 2373966 | 3/9/99 |
| CUTEHTML | 2321639 | 3/9/99 |
| CUTEFTP | 2321652 | 3/11/99 |
| GLOBALSCAPE | 2404021 | 11/5/99 |
| CUTEMX | 2389948 | 11/6/99 |
| GLOBALSCAPE | 2552096 | 8/21/00 |
| CUTEFTP PRO | 2530785 | 8/22/00 |
| GLOBAL SCAPE | 2544391 | 8/22/00 |
| CUTESITE BUILDER | 2644623 | 6/13/01 |
| GLOBALSCAPE | 2793190 | 11/7/02 |
| PURECMS | 2809514 | 11/21/02 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

GT6502901.2
354271-157