TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cemaphore Systems, Inc.		01/23/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ed Ekstrom
Trading As:	TA Agent for Secured Parties identified in Exhibit A attached hereto and incorporated by this reference
Street Address:	2795 E.Cottonwood Parkway, Suite 360
Internal Address:	c/o vSpring SBIC, a Delaware corp.
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84121
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78402026	CACHEPOINT
Serial Number:	78754576	CEMAPHORE SYSTEMS
Serial Number:	78754574	DR DONE RIGHT
Registration Number:	3002276	MAILSHADOW
Serial Number:	78526181	SHADOWMAILBOX

CH $140.00 78402026

CORRESPONDENCE DATA

Fax Number: (650)213-0277
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508121337
Email: ccarberry@manatt.com
Correspondent Name: Charlotte C. Carberry, Paralegal
Address Line 1: 1001 Page Mill Road, Building 2
Address Line 2: c/o Manatt, Phelps & Phillips, LLP

Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	24446.001 BRIDGE LOAN FIN
NAME OF SUBMITTER:	Jerrold F. Petruzzelli
Signature:	/Jerrold F. Petruzzelli/
Date:	01/23/2007

Total Attachments: 35
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EXHIBIT A

SECURITY AGREEMENT

This **Security Agreement** (as may be amended from time to time, this "**Agreement**"), dated January 23, 2007 (the "**Effective Date**"), is executed by and among Cemaphore Systems, Inc., a Delaware corporation, as "**Debtor**," Ed Ekstrom as "**the Agent**," as defined below, and each of the investors purchasing Convertible Promissory Notes from Debtor (each a "Creditor" and collectively, the "**Creditors**") pursuant to that certain Convertible Note and Warrant Purchase Agreement dated as of the Effective Date, as same may be amended or modified from time to time, and to which this Agreement is attached as **Exhibit D**.

RECITALS

A. Pursuant to the Convertible Note and Warrant Purchase Agreement, Creditors have been granted a first priority security interest in and to the Collateral.

B. Creditors and Debtor are entering into this Agreement in order to document and perfect Creditors' security interest in the Collateral.

Now, therefore in consideration of the foregoing and other good and valuable consideration set forth below, the parties agree as follows.

AGREEMENT

1. DEFINITIONS

All terms used in this Agreement that are not otherwise defined below shall have the meanings assigned to such terms in the Code, in effect as of the date hereof, as amended from time to time.

"**Accounts**" are all existing and later arising accounts, contract rights, receivables, and other obligations owed Debtor in connection with its sale or lease of goods (including software, intellectual property, and/or other technology) or provision of services, all credit insurance, guaranties, other security and all merchandise returned or reclaimed by Debtor and Debtor's Books relating to any of the foregoing, including any right of stoppage in transit, as such definition may be amended from time to time according to the Code.

"**Affiliate**" of a Person is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members.

"**Agent**" means that person appointed from time to time by those Creditors holding a majority in interest of all amounts outstanding under the Notes.

"**Business Day**" is any day that is not a Saturday, Sunday or a day on which national banks are closed.

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"**Closing Date**" is such date as identified in the Convertible Note and Warrant Purchase Agreement.

"**Code**" is the California Uniform Commercial Code, as amended from time to time, as applicable.

"**Collateral**" is the property described on **Exhibit 1**.

"**Copyrights**" means any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including without limitation any and all registered copyrights appearing on Schedule 1-1 hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"**Creditor Expenses**" are all audit fees and expenses and reasonable costs and expenses (including reasonable attorneys' fees and expenses) for preparing, negotiating, administering, defending and enforcing the Loan Documents (including appeals or Insolvency Proceeding(s)).

"**Debtor's Books**" are all Debtor's books and records including ledgers and Debtor's records regarding Debtor's assets or liabilities, the Collateral, Debtor's business operations or financial condition, and including all computer programs or discs or any equipment containing such information.

"**Equipment**" is all present and future machinery, equipment, tenant improvements, furniture, fixtures, vehicles, tools, parts and attachments in which Debtor has any interest.

"**Indebtedness**" is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, and (d) other obligations of any kind.

"**Insolvency Proceeding(s)**" are proceedings by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"**Intellectual Property**" means any and all intangible property, including but not limited to, Copyrights, Patents, Trademarks, service marks, and trade secrets, and all embodiments thereof in any and all physical and other manifestations.

"**Inventory**" is present and future inventory in which Debtor has any interest, including merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products intended for sale or lease or to be furnished under a contract of service, of every

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kind and description now or later owned by or in the custody or possession, actual or constructive, of Debtor, including inventory temporarily out of its custody or possession or in transit and including returns on any accounts or other proceeds (including insurance proceeds) from the sale or disposition of any of the foregoing and any documents of title.

"**Investment**" is any beneficial ownership of (including stock, partnership interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

"**Lien**" is a mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"**Loan Documents**" are, collectively, the Convertible Promissory Notes, the Warrants, the Convertible Note and Warrant Purchase Agreement, this Agreement, and all ancillary documents referred to therein, any guaranties executed by Debtor in favor of a Creditor under the Convertible Note and Warrant Purchase Agreement, any other present or future agreement between Debtor in connection with the Convertible Note and Warrant Purchase Agreement, and/or for the benefit of a Creditor, all as amended, extended or restated from time to time.

"**Majority Holders**" means those Creditors holding a majority in interest of the outstanding Notes.

"**Note(s)**" means any and/or all of the Convertible Promissory Notes issued pursuant to the Convertible Note and Warrant Purchase Agreement.

"**Obligations**" are debts, principal, interest, Creditor Expenses and other amounts Debtor owes any Creditor now or later, including interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Debtor assigned to any Creditor.

"**Patents**" means any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and all patentable inventions, including without limitation any and all registered patents appearing on Schedule 1-2 hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

"**Permitted Indebtedness**" is:

(a) Debtor's indebtedness to any Creditor under any Loan Documents;

(b) Indebtedness existing on the Closing Date, as documented on the Schedule of Existing Indebtedness to be attached hereto;

(c) Subordinated Debt;

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(d) Indebtedness to trade creditors incurred in the ordinary course of business; and

(e) Indebtedness secured by Permitted Liens.

"**Permitted Liens**" are:

(a) Liens existing on the Closing Date and shown on the Schedule of Existing Permitted Liens or arising under this Agreement or other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either not delinquent or being contested in good faith and for which Debtor maintains adequate reserves on Debtor's Books, if they have no priority over any of any Creditor security interests;

(c) Purchase money Liens (i) on Equipment acquired or held by Debtor or its Subsidiaries incurred for financing the acquisition of the Equipment, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment;

(d) Licenses or sublicenses granted to Debtor in the ordinary course of Debtor's business and any interest or title of a licensor to Debtor under any license or sublicense of such third party licensor;

(e) Leases or subleases granted in the ordinary course of Debtor's business, including in connection with Debtor's leased premises or leased property;

(f) Liens incurred in the extension, renewal or refinancing of the Indebtedness secured by Liens described in clauses (a) through (c) immediately above, but any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the respective Indebtedness may not increase.

"**Person**" is any individual, sole proprietorship, partnership, limited liability company, joint venture, company association, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**Rights**" means, as applied to the Collateral, the Debtor's rights and interests in, and powers with respect to, that Collateral, whatever the nature of those rights, interests and powers and, in any event, including Debtor's power to transfer rights in such Collateral to any Creditor(s).

"**Schedule**" is any attached schedule hereto.

"**Subordinated Debt**" is any indebtedness of Debtor with a security interest in Debtor's assets inferior to that of the Note(s).

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"**Subsidiary**" is for any Person, or any other business entity of which more than 50% of the voting stock or other equity interests is owned or controlled, directly or indirectly, by the Person or one or more Affiliates of the Person.

"**Trademarks**" means (a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo or other source or business identifier, and the goodwill associated therewith, now existing or hereafter adopted or acquired, any registration or recording thereof, and any application in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or of any state thereof or any other country or any political subdivision thereof, or otherwise, including without limitation any and all registered and pending trademark applications appearing on Schedule 1-3 hereto, and (b) all renewals thereof.

2. SECURITY INTEREST

2.1 Appointment of Agent by Majority Holders.

The Majority Holders hereby appoint **Ed Ekstrom** as their Agent to act for them with respect to the enforcement of all their rights under this Agreement and all of the Loan Documents. The Agent may be replaced at any time by the Majority Holders. By accepting such position Agent represents to the Creditors that Agent shall act solely pursuant to written directions given by the Majority Holders, except that Agent is authorized to take action without the direction of the Majority Holders if such action is deemed to be immediately necessary to avoid (i) forfeiture of a right or remedy hereunder or (ii) loss or diminution of the value of the Collateral

2.2 Security Interest Grant.

Debtor hereby grants the Creditors a continuing security interest in all presently existing and later acquired Collateral. Such security interest is granted to secure all Obligations and performance of each of Debtor's duties under the Loan Documents. Except for Permitted Liens, the security interest will be a first priority security interest in the Collateral. If this Agreement is terminated, the security interest in the Collateral will continue until Debtor fully satisfies its Obligations.

2.3 Authorization of Filings.

Debtor authorizes Agent to file financing statements without notice to Debtor, with all appropriate jurisdictions, as it deems appropriate, in order to perfect or protect Creditors' interest in the Collateral.

3. DEFAULT

Upon any Event of Default (as defined below), the Agent shall be entitled to exercise any rights available to a secured party under the Commercial Code. Any of the following shall be an Event of Default:

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(a) If Debtor fails to perform pay any Obligations when due under any of the Notes and does not cure such failure within 10 days after such due date; or

(b) If (i) Debtor fails or neglects to perform, keep, or observe any other material term, provision, condition, covenant, or agreement contained in this Agreement or in any of the Loan Documents, and (ii) as to any default under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure such default within 10 days after the occurrence thereof; or

(c) If (i) any material portion of Debtor's assets is attached, seized, levied on, or comes into possession of a trustee or receiver and the attachment, seizure or levy is not removed within 10 days, or (ii) Debtor is enjoined, restrained, or prevented by court order from conducting a material part of its business, or (iii) a judgment or other claim becomes a Lien (other than a Permitted Lien) on a material portion of Debtor's assets, or (iv) a notice of lien, levy, or assessment is filed against any of Debtor's assets by any government agency and is not paid within 10 days after Debtor receives such notice. None of such events, occurrences, or conditions will be deemed to be Events of Default if stayed or if a bond is posted pending contest by Debtor (but no Credit Extensions are made during the cure period); or

(d) If (i) Debtor becomes insolvent or (ii) Debtor begins an Insolvency Proceeding, or (iii) an Insolvency Proceeding is begun against Debtor.

(e) Any "Event of Default" as defined under the Convertible Note and Warrant Purchase Agreement or the Notes.

4. CREDITORS' RIGHTS AND REMEDIES

4.1 Creditors' Agreement To Act Exclusively Through Agent; Agent's Rights and Remedies.

4.1.1 Notwithstanding any other provision of this Agreement or any of the Loan Documents, all Creditors agree that only the Agent shall have any power or right to enforce any remedy(ies) available to any of the Creditors under this Agreement or the Loan Documents and that with respect to such enforcement, the Debtor may disregard any actions or instructions from any Creditor and same shall be invalid as against Debtor unless taken by the Agent.

4.1.2 Debtor hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, which shall be deemed coupled with an interest and shall be irrevocable, with full power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement, including, without limitation, to execute on behalf of Debtor any UCC financing statements, amendments thereto and continuations thereof (or similar statements of notice, registration, amendment or continuation under the laws of any jurisdiction), or other writing in connection with this Agreement or the Collateral as Agent may

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require for the purpose of protecting, maintaining or enforcing the Collateral or the security interest granted to Agent in the Collateral. Debtor agrees to reimburse Agent on demand for any and all expenditures made in connection with any of the foregoing powers exercised by Agent hereunder. Agent's appointment as Debtor's attorney in fact, and all of its rights and powers, coupled with an interest, are irrevocable until all Obligations have been fully repaid, at which time such appointment and such rights and powers will be automatically revoked.

4.1.3 Debtor also authorizes Agent, at any time and from time to time, to execute, in connection with the sale or other disposition of Collateral provided for in Section 5 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

4.1.4 The powers conferred on Agent hereunder are solely to protect Agent's and the Creditors' interests in the Collateral and shall not impose any duty upon Agent to exercise any such powers. Agent shall be accountable to Debtor only for amounts that are actually received as a result of the exercise of such powers, and neither Agent, the Creditors or any of their officers, directors, employees or agents, shall be responsible to Debtor for any act or failure to act hereunder; provided, that Debtor is entitled to rely on directions to act and notice given by Agent as constituting directions to act or notice given directly from the Creditors.

4.1.5 When an Event of Default occurs and continues, the Agent may, without notice or demand, do any or all of the following:

(a) Declare all Obligations immediately due and payable (but if an Event of Default described in Section 3(d) occurs all Obligations are immediately due and payable without any action by Creditor);

(b) Make any payments and do any commercially reasonable acts that such Agent considers necessary or reasonable to protect the security interest in the Collateral. If required by Agent, Debtor will assemble the Collateral and make the Collateral available as Agent designates. Agent may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to their security interest and pay all expenses incurred in connection therewith. Debtor grants Agent a license to enter and occupy any of its premises, without charge, to exercise any rights or remedies for the period of time necessary for the Agent to do the foregoing: (i) seize, ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral; and (ii) exercise any and all of their other rights with respect to the Collateral according to the Code.

(c) Effective only when an Event of Default occurs and continues, Debtor irrevocably appoints Agent, as Debtor's lawful attorney to: (i) endorse Debtor's name on any checks or other forms of payment or security; (ii) sign Debtor's name on any invoice or bill of lading for any Account or drafts against account debtors; (iii) make, settle, and adjust all claims under Debtor's insurance policies; (iv) settle and adjust disputes and claims about the Accounts directly with account debtors, for amounts and on terms Agent determines reasonable; and (v) transfer the Collateral into the name of the Agent or a third party as the Code permits.

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4.3 Creditor Expenses.

If Debtor fails to pay any amount to third person(s) or furnish to Agent any required proof of payment to third persons, as required hereunder to protect Creditors' interests, then Agent may make all or part of the payment or obtain insurance policies as required, and take any action under the policies Agent deems prudent to protect Creditors' interest in seeing the Obligations are paid in full. Any amounts paid by Agent are Creditor Expenses and immediately due and payable, bearing interest at the then applicable rate and secured by the Collateral. No payments by Agent are deemed an agreement to make similar payments in the future or any waiver of any Event of Default.

4.4 Agent's Liability for Collateral.

If Agent complies with reasonable practices and Section 9-207 of the Code, then Agent is not liable for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other person with respect to this Section 4. Except as provided above, Debtor bears all risk of loss, damage or destruction of the Collateral.

4.5 Remedies Cumulative.

Rights and remedies under the Loan Documents are cumulative. Agent shall have all rights and remedies provided under the Code, by law, or in equity. Any exercise of one right or remedy is not an election, and any waiver of any Event of Default is not a continuing waiver. No delay is a waiver, election, or acquiescence. No waiver is effective unless signed by Agent and then is only effective for the specific instance and purpose for which it was given.

4.6 Demand Waiver.

Debtor waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Agent on which Debtor is liable.

5. NOTICES

All notices or demands by any party concerning this Agreement or any other related agreement must be in writing and shall be sent as set forth in the notice provisions of the Convertible Note and Warrant Purchase Agreement.

6. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

California law governs the Loan Documents without regard to principles of conflicts of law. The parties submit to the exclusive jurisdiction of the State and Federal courts in San Mateo County, California.

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TO THE MAXIMUM EXTENT POSSIBLE DEBTOR AND CREDITORS EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

7. GENERAL PROVISIONS

7.1 Successors and Assigns.

This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Debtor may not assign this Agreement or any rights under this Agreement without the prior written consent of Majority Holders, which consent may be granted or withheld in such Creditors' discretion. Creditors have the right, without the consent of or notice to Debtor, to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Creditors' obligations, rights and benefits under this Agreement.

7.2 Indemnification; No Liability

7.2.1 Debtor will indemnify, defend and hold harmless Agent and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities asserted by any other party in connection with the transactions contemplated by the Loan Documents; and (b) all losses or expenses incurred, or paid by Agent from, following, or consequential to transactions between each Creditor and Debtor (including reasonable attorneys fees and expenses), except for losses caused by such Agent's willful misconduct or breach of this Agreement or the Loan Documents. As between Creditors on the one hand and Agent on the other hand, other than for losses or damages caused by Agent's gross negligence or willful misconduct, Creditors shall indemnify and hold Agent harmless from any action taken by Creditors against Agent while acting as Agent.

7.2.2 Except for acts of gross negligence or willful misconduct, Agent shall not be liable for any action or act taken or omitted to be taken by it or on its behalf in good faith under this Agreement or any of the Loan Documents in the exercise of its reasonable judgment. Agent may at any time consult with independent legal counsel of its own choice in any such matters, and shall have no liability for any action taken or omitted by it hereunder in accordance with the advice of such legal counsel, including any delay reasonably required to obtain the advice of any such legal counsel. Agent shall not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel shall have been selected with reasonable care and have experience with respect to such matters on which it was consulted.

7.3 Time of Essence.

Time is of the essence for the performance of all obligations in this Agreement.

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7.4 Severability.

Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

7.5 Amendments in Writing, Integration, Counterparts.

All amendments to this Agreement must be in writing and signed by Debtor, the Agent, and the Majority Holders. This Agreement represents the entire agreement with respect to its subject matter, and supersedes, merges, and voids all prior negotiations or agreements regarding such subject matter. All prior agreements, understandings, representations, warranties, and negotiations among the parties about the subject matter of this Agreement merge herein and into the Loan Documents. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, by facsimile, or PDF, each of which, when executed and delivered, is an original, and all taken together, constitute one and the same document.

7.6 Survival.

All covenants, representations and warranties made in this Agreement continue in full force while any Obligations remain outstanding. The obligations of Debtor to indemnify Creditors as set forth above will survive until all statutes of limitations for actions that may be brought against Creditors have run.

7.7 Attorneys' Fees, Costs and Expenses.

In any action or proceeding between (1) Debtor and Agent, (2) Creditors and Agent, or (3) Debtor and Creditors arising out of or related to the Loan Documents, the prevailing party(ies) will be entitled to recover from the non-prevailing party(ies) its (their) reasonable attorneys' fees and other reasonable costs and expenses incurred, in addition to any other relief to which it (they) may be entitled.

* * * * *

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[SIGNATURE PAGE OF CEMAPHORE SYSTEMS]

DEBTOR:

CEMAPHORE SYSTEMS, INC.

1875 S. Grant Street, Suite 500
San Mateo, California 94402
Facsimile: 650.227.5421

By: _____

Name: TYRONE PIKE

Its: PRESIDENT & CEO.

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[AGENT SIGNATURE PAGE]

AGENT : ED EKSTROM
c/o vSpring Capital
2795 E. Cottonwood Parkway
Suite 360
Salt Lake City, UT 84121

By: _____

[CREDITORS SIGNATURE PAGES]

MAYFIELD XI,
a Delaware Limited Partnership

By: Mayfield XI Management, L.L.C.
Its: General Partner

By: _____
Name: Kevin Fong
Title: Managing Director

Address: 2800 Sand Hill Road, Suite 250
Menlo Park, CA 94025

MAYFIELD XI QUALIFIED,
a Delaware Limited Partnership

By: Mayfield XI Management, L.L.C.
Its: General Partner

By: _____
Name: Kevin Fong
Title: Managing Director

Address: 2800 Sand Hill Road, Suite 250
Menlo Park, CA 94025

MAYFIELD ASSOCIATES FUND VI,
a Delaware Limited Partnership

By: Mayfield XI Management, L.L.C.
Its: General Partner

By: _____
Name: Kevin Fong
Title: Managing Director

Address: 2800 Sand Hill Road, Suite 250
Menlo Park, CA 94025

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MAYFIELD PRINCIPALS FUND II,
a Delaware Limited Liability Company

By: Mayfield XI Management, L.L.C.
Its: Managing Director

By: _____
Name: Kevin Fong
Title: Managing Director

Address: 2800 Sand Hill Road, Suite 250
Menlo Park, CA 94025

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[CREDITORS SIGNATURE PAGES]

WORLDVIEW TECHNOLOGY PARTNERS IV, L.P.
WORLDVIEW TECHNOLOGY INTERNATIONAL IV, L.P.
WORLDVIEW STRATEGIC PARTNERS IV, L.P.

By: Worldview Capital IV, L.P., Its General Partner
By: Worldview Equity I, L.L.C., Its General Partner

By: Mike Orsak
Name: Mike Orsak
Title: Member

Address: 435 Tasso Street, Suite 120
Palo Alto, CA 94301

[CREDITORS SIGNATURE PAGES]

vSPRING SBIC,
a Delaware limited partnership

By: vSpring SBIC Management, L.L.C
a Delaware limited liability compar
Its: General Partner

By: _____
Name: Ed Ekstrom
Title: Managing Member

Address: 2795 E. Cottonwood Parkw y
Suite 360
Salt Lake City, UT 84121

[CREDITORS SIGNATURE PAGES]

Tyrone F. Pike

Address: 3295 Woodside Road
Woodside, CA 94062

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TYRONE AND BETTINA 1999 JOINT ISSUE TRUST

By: _____

Name: Jerrold F. Petruzzelli
Title: Trustee

Address: 1001 Page Mill Road, Building 2
Palo Alto, CA 94304

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[CREDITORS SIGNATURE PAGES]

Jerrold F. Petruzzelli

Address: 41 Castle Street
San Francisco, CA 94133

TRADEMARK
REEL: 003466 FRAME: 0407

Exhibit 1 **Collateral Description**

Schedules

Schedule of Existing Indebtedness on Closing Date

Schedule of Existing Permitted Liens

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EXHIBIT 1

Description of Collateral

All Accounts, Investments, Inventory, and other property, now owned or hereafter acquired, and all additions and accessions thereto and substitutions and replacements therefor and improvements thereon, and all proceeds (whether cash or other property) and products thereof, including, without limitation, all proceeds of insurance covering the same and all tort claims in connection therewith, and all Books, Rights, and records, relating to the foregoing.

All Equipment including, without limitation, means all machinery, equipment, furniture, fixtures, conveyors, tools, materials, storage and handling equipment, computer equipment and hardware (including central processing units, terminals, drives, memory units, printers, key-boards, screens, peripherals and input or output devices), molds, dies, stamps, vehicles, and other equipment of every kind and nature and wherever situated, now or hereafter owned by Debtor or in which Debtor may have any interest as lessee or otherwise (to the extent of such interest), together with all additions and accessions thereto, all replacements and all accessories and parts therefor, all manuals, blueprints, know-how, embedded computer programs and supporting information, warranties, Books, Rights and records in connection therewith, all rights against suppliers, warrantors, manufacturers, sellers or others in connection therewith, and together with all substitutes for any of the foregoing.

All Intellectual Property, and all Books and records and Rights related thereto, including, without limitation, all present and future (i) Patents, (ii) Copyrights, (iii) Trademarks, (iv) computer programs, software, source codes, object codes, data bases, and processes, and all other designs regarding same, and (v) all applications for any of the foregoing and all licenses with respect to any of the foregoing.

All Inventory, including without limitation, all Books, Rights, and records with respect thereto, and all present and future goods intended for sale, lease or other disposition by Debtor including, without limitation, all raw materials, work in process, finished goods and other inventory, all materials and supplies of any kind, nature or description which are or may be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of any such goods, and all documents of title or documents representing the same.

All Investment property of Debtor, including all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, and whether now existing or hereafter acquired or arising, including all Books, records and Rights regarding same.

All other property of Debtor, including, without limitation, all Books, records and Rights regarding same, present and future: instruments, documents, documents of title, notes, promissory notes, drafts, acceptances, letters of credit and rights to receive proceeds of letters of credit, deposit accounts, chattel paper, insurance policies, insurance proceeds, health care receivables, leases, causes of action, judgments, commercial tort claims and supporting

obligations, claims against third parties, leasehold rights in any personal property, Records, general intangibles (including without limitation, all contract rights, tax refunds, rights to receive tax refunds, Intellectual Property, royalties, licenses, permits, franchise rights, authorizations, customer lists, rights of indemnification, contribution and subrogation, trade secrets, computer service contracts, goodwill, deposits, choses in action, designs, blueprints, embedded computer programs and supporting information, plans, know-how, telephone numbers and rights thereto, credits, reserves, and all forms of obligations whatsoever now or hereafter owing to Debtor), all property at any time in the possession or under the control of Debtor , and all security given by Debtor to any Creditor pursuant to any other loan document or agreement.

All records, files, data, writings, Books, records, Rights, and information (including without limitation those maintained on a computer or other electronic or optical form or in any other form) with respect to any and all of the foregoing which have not been specified above.

Schedule of Existing Indebtedness on Closing Date

Management Carve Out

The Company is currently establishing a management retention and incentive program (the "**Carve Out**") which will provide financial incentives to the management team ("**Management**") upon the "liquidation, dissolution, or winding up" circumstances as set forth in Article V. B. (2) of the Company's Third Amended and Restated Certificate of Incorporation, as same may be amended after the date hereof from time to time. As described below, the Carve Out intention is to have $500,000 paid to Management once the principal and interest of the Note proceeds have been paid to the Note holders and then 10% to Management of all proceeds received by the Company. The terms of, and members of Management participating in, the Carve Out will be recommended by the Chief Executive Officer and Chief Financial Officer and approved by the Company's board of directors ("**Carve Out Terms**"). Members of Management, and their respective shares of the Carve Out, will be determined by the Board. In order to be included in the Carve Out, an individual must continue in the Company's employment as described in the Carve Out Terms.

The basic terms of the Carve Out are: Upon liquidation, dissolution or winding up, (i) following payment of principal (100%) and interest to the Note holders, Management shall receive $500,000 (Five Hundred Thousand Dollars) from the remaining proceeds, and (ii) thereafter, management shall receive 10% of all net proceeds available for distribution by the Company.

Schedule of Existing Permitted Liens

Schedule 1-1

Copyrights

Schedule 1-2

Patents

CEMAPHORE SYSTEMS, INC.
PATENT APPLICATIONS

CASE TYPE	TITLE	APPLICATION NO	FILING DATE
PROVISIONAL	SITE LOCAL CACHING CONTENT OF AN EMAIL SERVER	60/561,616	12-Apr-2004
NONPROVISIONAL	E-MAIL CACHING SYSTEM AND METHOD	11/104,193	11-Apr-2005
PCT	E-MAIL CACHING SYSTEM AND METHOD	PCT/US2005/012411	12-Apr-2005
PROVISIONAL	MANAGEMENT OF NETWORK DEVICES VIA EMAIL	60/636,717	15-Dec-2004
NONPROVISIONAL	MANAGEMENT OF NETWORK DEVICES VIA EMAIL	11/303,869	15-Dec-2005
PCT	MANAGEMENT OF NETWORK DEVICES VIA EMAIL	PCT/US2005/046184	15-Dec-2005
PROVISIONAL	SYSTEM AND METHOD FOR NETWORK DISASTER RECOVERY	60/732,247	31-Oct-2005
NONPROVISIONAL	SYSTEM AND METHOD FOR NETWORK DISASTER RECOVERY	11/592,055	31-Oct-2006
PCT	SYSTEM AND METHOD FOR NETWORK DISASTER RECOVERY	PCT/US2006/42662	31-Oct-2006
PROVISIONAL	CELLULAR ARCHITECTURE FOR DISTRIBUTED NETWORK STORAGE	60/790,237	07-Apr-2006
PROVISIONAL	STORAGE CELL ARCHITECTURE	Not Assigned Yet	03-Jan-2007
PROVISIONAL	ROUTING AND REPLICATION IN STORAGE CELL	Not Assigned Yet	03-Jan-2007

Schedule 1-3

Trademarks

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	First Use Date	Next Action(s)	Due Date(s)
CACHEPOINT	Granted	A0000213	22-Nov-2004			
Country: Australia		837507	22-Nov-2004			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of network database storage for collecting, organizing, modifying, transmitting, storing, and sharing data and information.						
CACHEPOINT	Registered	003874294	15-Jun-2004		Next Renewal	15-Jun-2014
Country: European Community		003874294	10-Oct-2005			
Classes: 9, 37, 42	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Class 9: Computer software in the field of network database storage for collecting, organizing, modifying, transmitting, storing, and sharing data and information; computer hardware; computer software; networking and telecommunications equipment; user manuals distributed with the aforesaid goods; computer databases; data and instructional materials, all recorded magnetically, electronically, or optically; information, code, text and other media or multimedia, all being downloadable from a computer network or the Internet; manuals and other non-printed publications downloadable from a computer network or the Internet. Class 37: Installation, maintenance and repair of computer hardware, computer peripherals, networking equipment and parts, fittings and accessories of the aforesaid goods; information, consultancy and advisory services relating to all the aforesaid services including such services provided on-line or via the Internet or extranets. Class 42: Consulting, design, integration, development, performance testing and diagnosis of computer hardware and computer software; technological advice and telephone helpline services relating to computer software and hardware; computer programming, development and engineering; computer software maintenance and updating services; information, consultancy and advisory services relating to all aforesaid services including such services provided on-line or via the Internet or extranets.						
CACHEPOINT	Granted	A0000213	22-Nov-2004			
Country: Japan		837507	22-Nov-2004			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of network database storage for collecting, organizing, modifying, transmitting, storing, and sharing data and information.						
CACHEPOINT	Abandoned	A0000213	22-Nov-2004			
Country: Korea, Republic of						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of network database storage for collecting, organizing, modifying, transmitting, storing, and sharing data and information.						
CACHEPOINT	Registered	A0000213	22-Nov-2004		5 Year Dependency Deadline	22-Nov-2009
Country: Madrid Protocol		837507	22-Nov-2004			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of network database storage for collecting, organizing, modifying, transmitting, storing, and sharing data and information.						

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Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	First Use Date	Next Action(s)	Due Date(s)
CACHEPOINT	Registered	713937	16-Jun-2004		Next Renewal	16-Jun-2014
Country: New Zealand		713937	14-Apr-2004			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer hardware, computer software in the field of network database storage for collecting, organising, modifying, transmitting, storing, and sharing data and information; data processing equipment; instructional manuals sold as a unit therewith; parts and fittings in this class for all the aforesaid goods						
CACHEPOINT	Allowed	78/402026	14-Apr-2004		Statement of Use 4th Extension	12-Apr-2007
Country: United States of America						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of network database storage for collecting, organizing, modifying, transmitting, storing, and sharing data and information						
CEMAPHORE SYSTEMS (and Design)	Granted	873483	23-Nov-2005			
Country: Australia		873483	23-Nov-2005			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						
CEMAPHORE SYSTEMS (and Design)	Pending	004724861	17-Nov-2005		Foreign: Regist Follow Up Date	17-Jul-2007
Country: European Community						
Classes: 9, 37, 42	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				

Goods: Class 9: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems; computer hardware; computer software; networking and telecommunications equipment; recorded user manuals distributed with the aforesaid goods; computer databases; data and instructional materials, all recorded magnetically, electronically, or optically; information, code, text and other media or multimedia, all being downloadable from a computer network or the Internet; non-printed publications downloadable from a computer network or the Internet.

Class 37: Installation, maintenance and repair of computer hardware, computer peripherals, networking equipment and parts, fittings and accessories of the aforesaid goods; information, consultancy and advisory services relating to all the aforesaid services including such services provided on-line or via the Internet or extranets.

Class 42: Consulting, design, integration, development, performance testing and diagnosis of computer hardware and computer software; technological advice and telephone helpline services relating to computer software and hardware; computer programming, development and engineering; computer software maintenance and updating services; information, consultancy and advisory services relating to all aforesaid services including such services provided on-line or via the Internet or extranets.

Client: 24446 Cemaphore Systems, Inc.

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	First Use Date	Next Action(s)	Due Date(s)
CEMAPHORE SYSTEMS (and Design)	Pending	873483	23-Nov-2005		Status Inquiry	20-Jan-2007
Country: Japan						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						
CEMAPHORE SYSTEMS (and Design)	Pending	873483	23-Nov-2005		Use (1 yr rmdr) - send ltc	23-Nov-2007
Country: Korea, Republic of						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						
CEMAPHORE SYSTEMS (and Design)	Registered	A0003166	23-Nov-2005		5 Year Dependency Deadline	23-Nov-2010
Country: Madrid Protocol		873483	23-Nov-2005			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						
CEMAPHORE SYSTEMS (AND DESIGN)	Unfiled					
Country: United States of America						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: computer software and hardware for high performance email service and delivery						
CEMAPHORE SYSTEMS (and Design)	Allowed	78/754576	15-Nov-2005		Statement of Use 1st Extension	17-Apr-2007
Country: United States of America						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						
DR DONE RIGHT	Granted	A0003193	30-Nov-2005			
Country: Australia		871837	30-Nov-2005			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	First Use Date	Next Action(s)	Due Date(s)
DR DONE RIGHT	Published	004724571	17-Nov-2005		Foreign: Regist Follow Up Date	17-Jul-2007

Country: European Community
Classes: 9, 37, 42 Owner: CEMA Cemaphore Systems, Inc. (Delaware corporation)
Goods: Class 9: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems; computer hardware; computer software; networking and telecommunications equipment; recorded user manuals distributed with the aforesaid goods; computer databases; data and instructional materials, all recorded magnetically, electronically, or optically; information, code, text and other media or multimedia, all being downloadable from a computer network or the Internet; non-printed publications downloadable from a computer network or the Internet.

Class 37: Installation, maintenance and repair of computer hardware, computer peripherals, networking equipment and parts, fittings and accessories of the aforesaid goods; information, consultancy and advisory services relating to all the aforesaid services including such services provided on-line or via the Internet or extranets.

Class 42: Consulting, design, integration, development, performance testing and diagnosis of computer hardware and computer software; technological advice and telephone helpline services relating to computer software and hardware; computer programming, development and engineering; computer software maintenance and updating services; information, consultancy and advisory services relating to all aforesaid services including such services provided on-line or via the Internet or extranets.

DR DONE RIGHT	Pending	A0003193	30-Nov-2005		Status Inquiry	30-Jan-2007

Country: Japan
Classes: 9 Owner: CEMA Cemaphore Systems, Inc. (Delaware corporation)
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems

DR DONE RIGHT	Pending	871837	30-Nov-2005		Foreign: Office Follow Up Date	14-May-2007

Country: Korea, Republic of
Classes: 9 Owner: CEMA Cemaphore Systems, Inc. (Delaware corporation)
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems

DR DONE RIGHT	Registered	A0003193 871837	30-Nov-2005 30-Nov-2005		5 Year Dependency Deadline	30-Nov-2010

Country: Madrid Protocol
Classes: 9 Owner: CEMA Cemaphore Systems, Inc. (Delaware corporation)
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems

DR DONE RIGHT	Allowed	78/754574	15-Nov-2005		Statement of Use 1st Extension	10-Apr-2007

Country: United States of America
Classes: 9 Owner: CEMA Cemaphore Systems, Inc. (Delaware corporation)
Goods: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	First Use Date	Next Action(s)	Due Date(s)
MAILSHADOW	Granted	873475	21-Nov-2005			
Country: Australia		873475	21-Nov-2005			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software providing real-time message mirroring						
MAILSHADOW	Published	004737111	22-Nov-2005		Foreign: Regist Follow Up Date	17-Jul-2007
Country: European Community						
Classes: 9, 37, 42	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Class 9: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems; computer hardware; computer software; networking and telecommunications equipment; recorded user manuals distributed with the aforesaid goods; computer databases; data and instructional materials, all recorded magnetically, electronically, or optically; information, code, text and other media or multimedia, all being downloadable from a computer network or the Internet; non-printed publications downloadable from a computer network or the Internet Class 37: Installation, maintenance and repair of computer hardware, computer peripherals, networking equipment and parts, fittings and accessories of the aforesaid goods; information, consultancy and advisory services relating to all the aforesaid services including such services provided on-line or via the Internet or extranets Class 42: Consulting, design, integration, development, performance testing and diagnosis of computer hardware and computer software; technological advice and telephone helpline services relating to computer software and hardware; computer programming, development and engineering; computer software maintenance and updating services; information, consultancy and advisory services relating to all aforesaid services including such services provided on-line or via the Internet or extranets						
MAILSHADOW	Pending	873475	21-Nov-2005		Status Inquiry	20-Jan-2007
Country: Japan						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software providing real-time message mirroring						
MAILSHADOW	Pending	873475	21-Nov-2005		Use (1 yr rmdr) - send ltc	21-Nov-2007
Country: Korea, Republic of						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software providing real-time message mirroring						
MAILSHADOW	Registered	A0003141	21-Nov-2005		5 Year Dependency Deadline	21-Nov-2010
Country: Madrid Protocol		873475	21-Nov-2005			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software providing real-time message mirroring						

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	First Use Date	Next Action(s)	Due Date(s)
MAILSHADOW	Registered	76/447964	09-Sep-2002	13-Aug-2003	Aff of Use - 5 Year	27-Sep-2010
Country: United States of America		3002276	27-Sep-2005			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software providing real-time message mirroring						
SHADOWMAILBOX	Granted	882198	21-Dec-2005			
Country: Australia		882198	21-Dec-2005			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						
SHADOWMAILBOX	Abandoned	004737086	22-Nov-2005			
Country: European Community						
Classes: 9, 37, 42	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Class 9: Computer software and hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems. Class 37: Installation, maintenance and repair of computer hardware in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems; information, consultancy and advisory services relating to all the aforesaid services including such services provided on-line or via the Internet or extranets. Class 42: Consulting, design, integration, development, technological advice, maintenance, updating, performance testing and diagnosis of computer software in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems; information, consultancy and advisory services relating to all aforesaid services including such services provided on-line or via the Internet or extranets.						
SHADOWMAILBOX	Pending	882198	21-Dec-2005		Status Inquiry	18-May-2007
Country: Japan						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						
SHADOWMAILBOX	Pending	882198	21-Dec-2005		Status Inquiry	18-May-2007
Country: Korea, Republic of						
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						
SHADOWMAILBOX	Registered	A0003377	21-Dec-2005		5 Year Dependency Deadline	21-Dec-2010
Country: Madrid Protocol		882198	21-Dec-2005			
Classes: 9	Owner: CEMA	Cemaphore Systems, Inc. (Delaware corporation)				
Goods: Computer software in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems						

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Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	First Use Date	Next Action(s)	Due Date(s)
SHADOWMAILBOX	Allowed	78/526181	02-Dec-2004		Statement of Use 2nd Extension	11-Apr-2007

Country: United States of America
Classes: 9 Owner: CEMA Cemaphore Systems, Inc. (Delaware corporation)
Goods: Computer software in the field of communications for enhancing the speed, reliability, and recoverability of messaging systems

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