# 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
MIMEO.COM, INC.		03/30/2007	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

# PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2511916	EXACT PRINT
Registration Number:	2595068	
Registration Number:	2607935	MIMEO.COM
Registration Number:	2643485	MIMEO.COM
Registration Number:	2505979	MIMEO.COM EXACT PRINT SOFTWARE
Serial Number:	78864382	MIMEO.COM
Registration Number:	3044907	MIMEO
Registration Number:	3040480	MIMEO
Registration Number:	3081711	MIMEO CLICK. PRINT. BIND. DELIVER.

# **CORRESPONDENCE DATA**

Fax Number: (858)550-6420

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

858-550-6403 Phone:

> **TRADEMARK REEL: 003519 FRAME: 0140**

900074017

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley Godward Kronish LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 MIMEO TMS
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	04/10/2007

**Total Attachments: 5** 

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2007 by and between COMERICA BANK ("Bank") and MIMEO.COM, INC., a Delaware corporation ("Grantor").

### **RECITALS**

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This 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.

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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:

MIMEO.COM, INC.

COMERICA BANK

Address of Grantor:

460 Park Avenue South New York, NY 10016 FAX: (212) 202-3910

Attn: Manager

BANK:

By: Its:

Address of Bank:

75 East Trimble Road, M/C 4770 San Jose, California 95131 Attn: Manager

Title:

Signature Page to IP Security Agreement

# EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE.

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# EXHIBIT B

# Patents

<u>Description</u>	Patent Application No./Issued Patent No.	<u>Date</u>
System, method and recordable medium for printing services over a network	6,714,964 B1	03/30/04
System, method and recordable medium for printing services over a network	2004-0057075-A-1 10/668701	03/25/04 09/23/03
System, method and recordable medium for uploading documents over a network	7,095,519 B1	08/22/06
System, method and recordable medium for printing services over a network and graphical user interface	09/709433	11/13/00
Document binding impingement detection	11/551954	10/23/06

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**TRADEMARK** 

# EXHIBIT C

# Trademarks

Description Exact Print	Registration/ <u>Application Number</u> 2511916	Registration/ Application Date 11/27/01
design only (two curved bands)	2595068	07/16/02
Mimeo.com and design	2607935	08/13/02
Mimeo.com	2643485	10/29/02
Mimeo.com Exact Print Software	2505979	11/13/01
Mimeo.com Logo	78/864382	04/19/06
Mimeo	3044907	01/17/06
Mimeo and design	3040480	01/10/06
Mimeo Click. Print. Bind. Deliver and design	3081711	04/18/06

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RECORDED: 04/10/2007