

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intralinks, Inc.		06/15/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Second Lien Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2487076	INTRALINKS ASAP	
Registration Number:	2419635	DEALSPACE	
Registration Number:	2514586	THE NEW DIGITAL WORKSPACE	
Registration Number:	2501175	INTRALINKS IT!	
Registration Number:	2657718	INTRALINKS	
Registration Number:	2403106	INTRALOAN	
Registration Number:	2767370	DIGITAL HERO	
Registration Number:	2859247	INTRALINKS	
Registration Number:	2384498		
Serial Number:	76638826	ON-DEMAND WORKSPACE	
Serial Number:	77004854	IL INTRALINKS	
Serial Number:	78350027	BRINGING THE DATAROOM TO THE DESKTOP	
CORRESPONDENCE DATA			

CH \$315.00 2487076

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 963708
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/25/2007

Total Attachments: 13

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Schedule I

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02	2,487,076	INTRALINKS ASAP
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02 Received: 9/3/02	2,419,635	DEALSPACE
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02 Received: 9/3/02	2,514,586	THE NEW DIGITAL WORK- SPACE
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02 Received: 9/3/02	2,501,175	INTRALINKS IT (STYLIZED)

OWNER	REGISTRATION NUMBER	TRADEMARK
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02 Received: 9/3/02	2,657,718	INTRALINKS (STYLIZED)
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02 Received: 9/3/02	2,403,106	INTRALOAN
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02 Received: 9/3/02	2,767,370	DIGITAL HERO
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02 Received: 9/3/02	2,859,247	INTRALINKS
IntraLinks, Inc. Secured Lender: Comerica Bank - California 333 W. Santa Clara Street San Jose, CA 95113 Reel: 2573 Frame: 0505 Recorded: 9/3/02 Received: 9/3/02	2,384,498	MISCELLANEOUS DESIGN

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
IntraLinks, Inc. No Assignment Recorded	76/638,826	ON-DEMAND WORKSPACE (Stylized)
IntraLinks, Inc. No Assignment Recorded	77/004,854	IL INTRALINKS & DESIGN
IntraLinks, Inc. No Assignment Recorded	78/350,027	BRINGING THE DATAROOM TO THE DESKTOP

Licenses:

None.

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
IntraLinks, Inc. No Assignment Recorded	001908409	European Union	INTRALINKS
IntraLinks, Inc. No Assignment Recorded	003926367	European Union	BRINGING THE DATAROOM TO THE DESKTOP

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
IntraLinks, Inc. Waiting for confirmation re: no assignments recorded from Japanese counsel	70303	Japan	INTRALINKS
IntraLinks, Inc.	005237565	European Union	INTRALINKS AND DESIGN

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of June 15, 2007, by and among INTRALINKS, INC., a Delaware corporation (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as second lien collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the

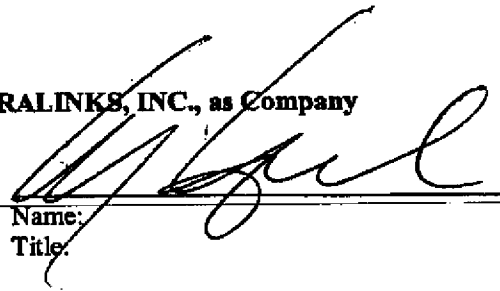
collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

INTRALINKS, INC., as Company

By:

A handwritten signature in black ink, appearing to be "M. Paul", written over a horizontal line.

Name:
Title:

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003567 FRAME: 0657

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Paul O'Leary
Name: Paul O'Leary
Title: Vice President

By: Carin Keegan
Name: Carin Keegan
Title: Vice President

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 003567 FRAME: 0658

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

See Attached.

Trademark Applications:

See Attached.

Schedule I

UNITED STATES TRADEMARKS:

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Licenses:

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Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
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IntraLinks, Inc. No Assignment Recorded	003926367	European Union	BRINGING THE DATAROOM TO THE DESKTOP

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IntraLinks, Inc.	005237565	European Union	INTRALINKS AND DESIGN

Licenses:

None.

Internet Domain Names:

The Companies have registered the following domain names:

U.S. – Domain Names:

Expiration Date:

biopharmahub.com	March 5, 2009
counselspace.net	May 10, 2007
counselspace.org	September 14, 2007
dealspace.com	March 2, 2008
dealspace.net	June 8, 2007
dealspace.org	September 14, 2007
dealspaces.com	January 10, 2008
digital-workspace.com	November 16, 2007
digital-workspace.net	November 16, 2007
digital-workspace.org	November 16, 2007
digitalworkspace.net	November 16, 2007
digitalworkspace.org	November 16, 2007
e-merger.com	May 16, 2007
e-trial.com	May 15, 2007
etrial.com	May 15, 2007
growertrust.com	July 22, 2008
il128.com	May 20, 2007
ilasap.com	April 23, 2007
ilasap.net	April 23, 2007
ilasap.org	April 23, 2007
ildemo.com	November 5, 2007
ilnx.com	June 30, 2007
ilnx.org	June 30, 2007
intraagency.com	February 23, 2008
intralease.com	May 10, 2007
intralinks-pharma.net	August 24, 2007
intralinks-pharma.org	August 24, 2007
intralinks-service.com	May 10, 2007
intralinks-service.net	May 10, 2007
intralinks-services.com	May 23, 2007
intralinks-services.net	May 23, 2008
intralinks-services.org	April 23, 2007
intralinks-sucks.com	November 16, 2007
intralinks.co.uk	May 10, 2007
intralinks.com	February 26, 2008
intralinks.tv	May 10, 2007
intralinksasap.com	April 23, 2007
intralinksasap.net	April 23, 2007
intralinksasap.org	April 23, 2007
intralinksexpress.com	April 23, 2007
intralinksexpress.net	April 23, 2007
intralinksglobal.com	May 10, 2007
intralinksglobal.net	May 10, 2007
intralinksglobal.org	May 10, 2007
intralinksinc.com	April 23, 2007
intralinksinc.net	April 23, 2007
intralinksinc.org	April 23, 2007
intralinksldt.org	May 10, 2007
intralinksldt.com	May 10, 2007
intralinksldt.net	May 10, 2007

U.S. – Domain Names:

intralinkspharma.com
intralinkspharma.net
intralinkspharma.org
intralinksservices.com
intralinksservices.net
intralinksservices.org
intralinkssucks.com
intrapharma.com
intrapharma.net
intrapharma.org
intrar5pilot.com
intratrial.com
loanmail.com
ondemandworkspaces.com
wwwintralinks.com

Expiration Date:

May 10, 2007
May 10, 2007
May 10, 2007
May 10, 2007
May 10, 2007
May 10, 2007
November 16, 2007
May 10, 2007
May 10, 2007
May 10, 2007
February 23, 2008
May 14, 2007
May 28, 2007
May 6, 2007
May 10, 2007

International Internet Domain Names:

intralinks.se
intralinks.ru
intralinks.pl
intralinks.nl
intralinks.lu
intralinks.jp
intralinks.it
intralinks.hu
intralinks.hk
intralinks.gr
intralinks.fr
intralinks.es
intralinks.dk
intralinks.cz
intralinks.com.sg
intralinks.com.my
intralinks.com.au
intralinks.co.nz
intralinks.ch
intralinks.be
intralinks.at