

08-06-2007



To the Director of the U.S. Patent and Trademark Office

103434059

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

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s): **July 12, 2007**

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other : **Release**

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

Name: **USA.Net, Inc.**

Internal Address

Street Address: **1155 Kelly Johnson Blvd Ste 305**

City: **Colorado Springs**

State: **CO**

Country: **USA**

Zip: **80920**

☐ 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)

2437755 2163277 2588529
2161201 2218459 3055923

2341606 2533160

2211431 2743981

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

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: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 265.00**

☐ 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

b. Deposit Account Number
Authorized User Name

9. Signature.

Signature

July 12, 2007

Date

Susana Valdivia

Name of Person Signing

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

OFFICE OF PTO RECORDS
307 AUG -3 AM 10-21
FINANCE SECTION

00000067 2437755

08/03/2007 MTW091

40.00 DP
225.00 DP


01 FD:8521
02 FD:8522

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **USA.Net, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, April 15, 2004, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on April 26, 2004, Reel 2956, Frame 0152.

Dated: **July 12, 2007**

SILICON VALLEY BANK

By: 
Name: Romil Randhawa
Title: Operations Department Manager

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 USA.NET, 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 cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

USA.NET, Inc.

Address of Grantor:

1155 Kelly Johnson Boulevard, Suite 305
Colorado Springs, CO 80920

Attn: _____

By: David A. Garner
Title: President & CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

4410 Arapahoe Ave., Ste. 200
Boulder, CO 80303

Attn: _____

By: Kerri L. Thomas
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		

EXHIBIT C

Trademarks

MARK	COUNTRY	APPLICATION REGISTRATION	CLASS: GOODS/SERVICES
AMERICA'S E-MAIL ADDRESS	United States	Registration No. 2,211,431	<u>Class 38</u> : telecommunications services, namely, receipt, storage, and forwarding of electronic messages for others by electronic transmission
eARMOR	United States	Serial No. 76/543,778	<u>Class 9</u> : Software used in connection with spam and content filtering, virus scanning, network protection, message queuing, and messaging reports, <u>Class 38</u> : Electronic mail services; namely, spam and content filtering, virus scanning, network protection, message queuing, and messaging reports in connection with multiple-user access to and use of a global computer information network <u>Class 42</u> : Development of software for use in connection with spam and content filtering, virus scanning, network protection, message queuing, and messaging reports
NETADDRESS	United States	Registration No. 2,341,606	<u>Class 38</u> : providing an electronic mail forwarding service for others wherein individuals may have electronic mail forwarded to a selected one of a plurality of addresses
NET@DDRESS	United States	Registration No. 2,218,459	<u>Class 38</u> : electronic mail services
NET@DDRESS (Stylized)	United States	Registration No. 2,163,277	<u>Class 38</u> : providing an electronic mail forwarding service for others wherein an individual may have electronic mail forwarded to a different electronic mail address
NET@DDRESS MESSAGING CENTER	United States	Registration No. 2,588,529	<u>Class 38</u> : electronic mail services; providing multi-user access to a global computer information network <u>Class 39</u> : electric storage of data and computer applications; and electronic storage facilities for the retention of data and computer applications
THE GLOBAL EMESSAGING SERVICE PROVIDER	United States	Registration No. 2,533,160	<u>Class 38</u> : Computer services, namely, electronic mail and messaging services via a global computer network