



103434057

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

attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

- Individual(s)
- General Partnership
- Association
- 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 20, 2007

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : Release

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

Name: Zantaz, Inc.

Internal Address

Street Address: 5758 West Las Positas BLVD

City: Pleasanton

State: CA

Country: USA

Zip: 94588

- 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)

75664271

B. Trademark Registration No.(s)

2501251

2477099

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)654-4044

Fax Number: (408)654-6313

Email Address: AMDC@SVB.COM

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 90.00

- 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

*Paulina Estrada*  
Signature

July 20, 2007  
Date

Paulina Estrada  
Name of Person Signing

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

OFFICE OF PUBLIC RECORDS  
707 AUG - 3 AM 11-3  
FINANCE SECTION  
40.00 DP  
50.00 DP  
000000080 75664271  
NJAMA1  
08/03/2007  
01 FC:8521  
02 FC:8522

8.3.07

RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Zantaz, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, December 24, 2002 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 07, 2003, Reel 2645, Frame 0048.

Dated: **July 20, 2007**

SILICON VALLEY BANK

By:   
Name: Margaret Fujii  
Title: Operations Department Manager



## United States Patent and Trademark Office

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## Assignments on the Web &gt; Trademark Query

## Trademark Assignment Details

Reel/Frame: 2645/0048

Received: 01/09/2003

Conveyance: SECURITY AGREEMENT

Recorded: 06/27/2003

Pages: 7

## Total properties: 3

1	Serial #: 75664270 Mark: ZANTAZ.COM	Filing Dt: 03/19/1999	Reg #: 09351	Reg. Dt: 10/30/2001
2	Serial #: 75664271 Mark: DIGITAL SAFE	Filing Dt: 03/19/1999	Reg #: NONE	Reg. Dt:
3	Serial #: 75664388 Mark: ZANTAZ.COM	Filing Dt: 03/19/1999	Reg #: 09399	Reg. Dt: 08/14/2001

## Assignor

1 ZANTAZ, INC.

Exec Dt: 03/19/2003

Entity Type: CORPORATION

Citizenship: CALIFORNIA

## Assignee

1 SILICON VALLEY BANK  
3003 TASMAN DRIVE  
SANTA CLARA, CALIFORNIA 95054

Entity Type: CORPORATION

Citizenship: DELAWARE

## Correspondence name and address

SILICON VALLEY BANK  
LOAN DOCUMENTATION  
3003 TASMAN DRIVE  
SANTA CLARA, CA 95054

Search Results as of: 07/19/2007 06:25 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.0.1  
Web interface last modified: April 20, 2007 v.2.0.1

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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 ZANTAZ, 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 Second Amended and Restated 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:

ZANTAZ, INC.

Address of Grantor:

5671 Gibraltar Drive  
Pleasanton, CA 94588

Attn: \_\_\_\_\_

By: 

Title: CFO

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

By: 

Title: VP

Effective Date: 12-24-02

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

EXHIBIT B

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Internet-Based Archive Service for Electronic Documents	US 09/484,085	1/18/2000
Internet-Based Archive Service for Electronic Documents	PCT/US01/02023	1/18/2000
Internet-Based Archive Service for Electronic Documents	EP 01906618.2	1/18/2000
Query Service for Electronic Documents Archived in a Multi-Dimensional Storage Space	US 09/798,257	3/2/2001
Query Service for Electronic Documents Archived in a Multi-Dimensional Storage Space	PCT/US02/06407	3/2/2001

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Marketing Names

ZANTAZ

2,477,099

8-14-01

Digital safe

75-664,271

3-19-99

2,501,251

10-30-01

TRADEMARK

REEL: 003598 FRAME: 0938



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A