

**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  |
|-----------------|----------|----------------|--------------|
| Mirapoint, Inc. |          | 07/27/2007     | CORPORATION: |

**RECEIVING PARTY DATA**

|                 |                              |
|-----------------|------------------------------|
| Name:           | Escalate Capital I, L.P.     |
| Street Address: | 2400 Sand Hill Rd., Ste. 201 |
| City:           | Menlo Park                   |
| State/Country:  | CALIFORNIA                   |
| Postal Code:    | 94025                        |
| Entity Type:    | LIMITED PARTNERSHIP:         |

**PROPERTY NUMBERS Total: 9**

| Property Type        | Number   | Word Mark      |
|----------------------|----------|----------------|
| Registration Number: | 2462316  | MIRAPOINT      |
| Registration Number: | 2953712  | RAZORGATE      |
| Serial Number:       | 77249520 | RAZORSAFE      |
| Registration Number: | 3258027  | RAPID          |
| Registration Number: | 3189110  | MIRACARE       |
| Serial Number:       | 77192993 | DIRECTPATH     |
| Registration Number: | 2512508  | M              |
| Serial Number:       | 78857701 | MOS            |
| Registration Number: | 2564814  | WEBMAIL DIRECT |

**CORRESPONDENCE DATA**

Fax Number: (408)494-0909  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4084940900  
 Email: nwong@rehonroberts.com  
 Correspondent Name: Peter M. Rehon

OP \$240.00 2462316

Address Line 1: 10 Almaden Blvd., Ste. 550  
Address Line 4: San Jose, CALIFORNIA 95113

|                    |                |
|--------------------|----------------|
| NAME OF SUBMITTER: | Peter M. Rehon |
| Signature:         | /PMR/          |
| Date:              | 10/05/2007     |

Total Attachments: 5  
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source=Amendment2LoanAgr\_signed#page4.tif

**Trademarks**

| <b>Description</b>         | <b>Registration/Serial<br/>Number</b> | <b>Registration/Filing<br/>Date</b> |
|----------------------------|---------------------------------------|-------------------------------------|
| Mirapoint                  | 2462316                               | 06/19/2001                          |
| RazorGate                  | 2953712                               | 05/17/2005                          |
| RazorSafe                  | 77249520                              | 08/07/2007                          |
| RAPID                      | 3258027                               | 07/03/2007                          |
| MailHurdle                 |                                       |                                     |
| MiraCare                   | 3189110                               | 12/26/2006                          |
| DirectPath                 | 77192993                              | 05/30/2007                          |
| M                          | 2512508                               | 11/27/2001                          |
| MessageBase                |                                       |                                     |
| Messaging Operating System |                                       |                                     |
| MOS                        | 78857701                              | 07/24/2007                          |
| WebMail Direct             | 2564814                               | 04/23/2002                          |
| WebCal Direct              |                                       |                                     |

## AMENDMENT TO LOAN AGREEMENT

This Amendment (this "Agreement") to the Loan and Security Agreement dated May 23, 2006 (the "Loan Agreement") is entered into as of July 27, 2007, by and between Mirapoint, Inc., a Delaware corporation ("Borrower") and Escalate Capital I, L.P. ("Lender"), with reference to the following facts:

- A. Borrower has borrowed funds from Lender pursuant to that certain Loan and Security Agreement by and between Lender and Borrower dated as of May 23, 2006, as amended from time to time (the "Loan Agreement").
- B. As of the date hereof, Borrower owes to Lender pursuant to the Loan Agreement an amount equal to approximately \$9,722,222, hereinafter referred to herein as the "Existing Debt."
- C. Borrower and Lender entered into an amendment dated July 26, 2007, which is revoked and superceded by this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Equity Event. Section 8 of the Amendment to the Loan Agreement dated as of June 29, 2007 is hereby amended and replaced in its entirety by the following:

Equity Event. By August 31, 2007, Borrower shall receive net cash proceeds from the sale or issuance of its equity securities sufficient to support Borrower's operations through the time when Borrower's revenue meets expenses, or a commitment for a strategic event on terms acceptable to Lender in its sole discretion (the "Equity Event").

2. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.

3. Grant of Security Interest. The following sentence in section 3 of the Loan Agreement which reads "Collateral will not include any Intellectual Property, but will include the proceeds from the sale, liquidation or disposition of any interest in the Intellectual Property" is deleted and replaced with the following sentence: "In addition to the security interest previously granted to Lender in the proceeds from the sale, liquidation or disposition of any interest in the Intellectual Property, Borrower grants Lender a security interest in all of Borrower's Intellectual Property as that term is defined in the Loan Agreement."

4. Acknowledgement of Liability. As of the date of this Agreement, Borrower owes Lender an amount equal to the Existing Debt. Borrower reaffirms all of its obligations under the Loan Agreement.

5. Repayment. Section 4 of the Amendment to the Loan Agreement dated as of June 29, 2007 is hereby amended and replaced in its entirety by the following:

Repayment. Borrower shall continue to make all payments as they become due under the Loan Agreement. Borrower shall repay the entire principal balance, all accrued but unpaid interest, and all other amounts owing to Lender under the Loan Agreement and this Agreement in accordance with the Loan Agreement. Borrower shall pay Lender for application to the outstanding Obligations any amounts that Borrower receives from the disposition of any of its property other than sales of Inventory in the ordinary course of Borrower's business. Notwithstanding the foregoing, Lender agrees to defer the principal payments to Lender by Borrower of \$277,777.78 due on June 30, 2007 and \$277,777.78 due on July 31, 2007 until August 31, 2007.

6. Representations and Warranties. All representations and warranties of Borrower in this Agreement and the Loan Agreement are true and correct as of the date hereof, and shall survive the execution of this Agreement

7. Default. In addition to the Events of Default specified in the Loan Agreement, any failure to perform an obligation set forth in this Agreement shall constitute an Event of Default.

8. Fee. Section 10 of the Amendment to the Loan Agreement dated as of June 29, 2007 is hereby amended and replaced in its entirety by the following:

Fee. Borrower shall deliver to Lender a waiver/amendment fee in the amount of \$37,500 and a principal payment deferral fee in the amount of \$55,556 on August 31, 2007.

9. Waiver of Notice and Cure. Except as otherwise set forth in the Loan Agreement, Borrower waives all notices of default and rights to cure that are otherwise provided in the Loan Agreement or applicable law. Except as otherwise set forth in the Loan Agreement, Borrower further waives any claim that a sale or other disposition by Lender of the Collateral is not commercially reasonable because Lender disclaims any warranties with respect to such sale or other disposition, including, without limitation, disclaimers of warranties relating to title, possession, quiet enjoyment, or the like.

10. Release.

(a) Borrower acknowledges that Lender would not enter into this Agreement without Borrower's assurance hereunder. Except for the obligations arising hereafter under this Agreement, Borrower hereby absolutely discharges and releases Lender, any person or entity that has obtained any interest from a Lender under the Loan Agreement and Lender and such entity's former stockholders, officers, directors, employees, successors, assignees, agents and attorneys from any known or unknown claims which Borrower now has against Lender of any nature, including any claims that Borrower, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, including but not limited to any claims arising out of or related to the Loan Agreement or the transactions contemplated thereby. Borrower waives the provisions of California Civil Code section 1542, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

(b) The provisions, waivers and releases set forth in this section are binding upon Borrower and Borrower's shareholders, agents, employees, assigns and successors in interest. The provisions, waivers and releases of this section shall inure to the benefit of Lender and their agents, employees, officers, directors, assigns and successors in interest.

(c) Borrower warrants and represents that Borrower is the sole and lawful owner of all right, title and interest in and to all of the claims released hereby and Borrower has not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person any such claim or any portion thereof. Borrower shall indemnify and hold harmless Lender from and against any claim, demand, damage, debt, liability (including payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or arising out of any assignment or transfer.

(d) The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Agreement and the Loan Agreement, and/or Lender's actions to exercise any remedy available under the Loan Agreement or otherwise.

11. Further Assurances. Borrower will take such other actions as Lender may reasonably request from time to time to perfect or continue Lender's security interests in Borrower's property, and to accomplish the objectives of this Agreement.

12. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and assigns; provided, however, that the foregoing shall not authorize any assignment by Borrower of its rights or duties hereunder.

(b) Integration. This Agreement and any documents executed in connection herewith or pursuant hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, offers and negotiations, oral or written, with respect thereto and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement; except that any financing statements or other agreements or instruments filed by Lender with respect to Borrower shall remain in full force and effect.

(c) Entire Agreement. This Agreement and the Loan Agreement contain the entire agreement of the parties hereto and supersede any other oral or written agreements or understandings with respect to the subject matter hereof and thereof.

(d) Course of Dealing; Waivers. No course of dealing on the part of Lender or its officers, nor any failure or delay in the exercise of any right by Lender, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Lender's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Lender thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Lender.

(e) Time is of the Essence. Time is of the essence as to each and every term and provision of this Agreement and the other Loan Agreement.

(f) Counterparts. This Agreement may be signed in counterparts and all of such counterparts when properly executed by the appropriate parties thereto together shall serve as a fully executed document, binding upon the parties.

(g) Legal Effect. Except as specifically modified by this Agreement, each and all of the terms of the Loan Agreement remain unchanged and in full force and effect. If any provision of this Agreement conflicts with applicable law, such provision shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(h) California Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California.

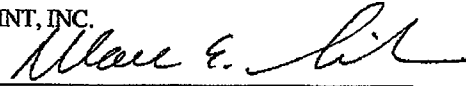
*[Balance of Page Intentionally Left Blank]*

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the first date above written.

**BORROWER**

MIRAPOINT, INC.

By:



Title:

CFO

**LENDER:**

ESCALATE CAPITAL I, L.P.

By Escalate Capital Management I, its general partner

By: EC Management I, L.P., a general partner

By: Escalate Capital Management Co., LLC, its general partner

By:



Title:

Member