OP \$90.00 7866

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
Sendmail, Inc.		11/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Partners for Growth II, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	78661296	SENDMAIL SENTRION	
Serial Number:	75979292	SENDMAIL	
Serial Number:	75449819	SENDMAIL	

CORRESPONDENCE DATA

Fax Number: (415)738-5371

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

Phone: 415-381-3283

Email: bg2@greenspan.org

Correspondent Name: Benjamin Greenspan

Address Line 1: 620 Laguna Road

Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG2-SENDMAIL
NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg/
	TRADEMARK

900091947 REEL: 003660 FRAME: 0587

Date:	11/14/2007	
Total Attachments: 3		
source=Sendmail Trademark Collateral Agreement#page1.tif		
source=Sendmail Trademark Collateral Agreement#page2.tif		
source=Sendmail Trademark Collateral Agreement#page3.tif		

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of November 12, 2007, is between Sendmail, Inc., a Delaware corporation with its principal place of business at 6475 Christic Avenue, Suite 350, Emeryville, CA 94608 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated November 12, 2007, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated November 12, 2007, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:	Assignee:		
SENDMAIL, INC.	PARTNERS FOR GROWTH II, L.P.		
By Chel Executive Officer By July Will Junis Secretary	ByName:		
	Its General Partner		

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated November 12, 2007, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:	Assignee:
SENDMAIL, INC.	PARTNERS FOR GROWTH II, L.P.
Chief Executive Officer	Name: Andrew w. hahn
Secretary Secretary	Title: Manager, Partners for Growth II, LLC Its General Partner

EXHIBIT 1 SENDMAIL, INC.

Trademark Schedule

Country	Class(es)	Appl#	<u>Date</u>	Reg#	Mark
-					
USA			6/29/05	78661296	SENDMAIL SENTRION
USA			3/31/98	75979292	SENDMAIL
USA			3/13/98	75449819	SENDMAIL

RECORDED: 11/14/2007