

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 Software, Inc.		11/20/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalate Capital I, L.P.		
Street Address:	2400 Sand Hill Road		
City:	m		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3189110	MIRACARE	
Registration Number:	2953712	RAZORGATE	
Registration Number:	2564814	WEBMAIL DIRECT	
Serial Number:	77249520	RAZORSAFE	
Registration Number:	2512508	M	
Registration Number:	2462316	MIRAPOINT	
CORRESPONDENCE DATA			
Fax Number:	(650)838-4350		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508384441		
Email:	coleb@perkinscoie.com		
Correspondent Name:	Brian R. Coleman		
Address Line 1:	101 Jefferson Drive		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	66659-0002		

CH \$165.00 3189110

NAME OF SUBMITTER:	Brian R. Coleman
Signature:	/brian r. coleman/
Date:	11/29/2007
Total Attachments: 5 source=LSA#page1.tif source=LSA#page2.tif source=LSA#page3.tif source=LSA#page4.tif source=LSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 20, 2007 by and between Escalate Capital I, L.P. ("**Lender**") and Mirapoint Software, Inc. ("**Borrower**").

RECITALS

Lender has agreed to extend credit to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

900 Hermosa Court
Sunnyvale, CA 94085
Attn:

MIRAPOINT SOFTWARE, INC.

By: 
Name: JEFFREY D. WILTONS
Title: PRESIDENT, CEO, & CFO

LENDER:

Address of Lender:

2400 Sand Hill Road, Suite 201
Menlo Park, CA 94025

Attn: Jim Ellison, Managing Director

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

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: 
Name: James Ellison
Title: Member

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Serial/Patent Number</u>	<u>Application/Issue Date</u>
Method and system for providing an interleaved backup	6,691,212 09/697,893	02/10/04 10/26/00
Method and system for providing an interleaved backup	7,203,805 10/678,455	04/10/07 10/03/03
Fast path message transfer agent	10/022,325	12/14/01
Method and system for providing direct access recovery using seekable tape device	6,684,308 10/062,880	01/27/04 01/31/02
Method and systems for providing image incremental and disaster recovery	10/066,109	01/31/02
Dense allocation for data storage	7,203,939 10/162,816	04/10/07 06/04/02
Method for mailbox migration	10/846,619	05/14/04
Dual-frame user interface on generic client software	09/823,425	03/30/01
Electronic messaging system method and apparatus	09/434,048	11/04/99
Fast file attribute search	11/279,855	04/14/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application/ Registration Date</u>
Miracare	3,189,110	12/26/06
Razorgate	2,953,712	05/17/05
Webmail Direct	2,564,814	04/23/02
Razorsafe	77/249,520	08/07/07
Directpath	77/192,993	05/30/07
M (and design)	2,512,508	11/27/01