



EXHIBIT C  
TRADEMARKS<sup>2</sup>

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application 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
M (and design)	2,512,508	11/27/01
MIRAPOINT	2,462,316	09/24/06

<sup>2</sup> Escalate Capital I, L.P. has entered into a subordination agreement with Bank, on or about the same date hereof, whereby the security interest of Bank in these trademarks shall have first priority in all respects to any interests of Escalate Capital I, L.P.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 29, 2007 by and between SQUARE 1 BANK ("*Bank*") and Mirapoint Software, Inc., a Delaware corporation ("*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 of even date herewith (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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 (collectively, "*Intellectual Property Collateral*").

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

GRANTOR:

Address of Grantor:

909 Hermosa Ct.  
Sunnyvale, CA 94085

MIRAPPOINT SOFTWARE, INC.

By: 

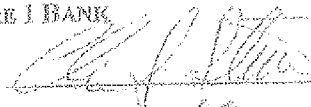
Title: PRESIDENT, CEO & CFO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

SQUARE 1 BANK

By: 

Title: VP

EXHIBIT B  
PATENTS<sup>1</sup>

Description	Registration/ Publication Number	Registration/ Publication Date
Method and system for providing an interleaved Back up	7203805	4-10-07
Method and system for providing an interleaved back up	6691212	2-10-04
Fast path message transfer agent	20030135573 <i>10/022325</i>	7-17-03 <i>12-17-01</i>
Method and system for providing image incremental and disaster recovery	20030145248 <i>10/066109</i>	7-31-03 <i>1-31-02</i>
Method for mailbox migration	20050267938 <i>10/896619</i>	12-1-05 <i>5-14-04</i>
Method and system for providing direct access recovery using seekable tape device	6684308	1-27-04
Dense allocation for data storage	7203939	4-10-07
Electronic messaging system method and apparatus	20030140112 <i>9/431048</i>	7-24-03 <i>11-7-99</i>
Dual-frame user interface on generic client software	09/823,425	3-3-01
Fast-file attribute search	11/279,855	4-4-06

<sup>1</sup> Escalate Capital I, L.P. has entered into a subordination agreement with Bank, on or about the same date hereof, whereby the security interest of Bank in these patents shall have first priority in all respects to any interests of Escalate Capital I, L.P.

EXHIBIT A  
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		