

11/19/08

11-21-2008



103536115

IT
STAFF MANAGE
documents or the new address(es) below.

To the Director of the U. S. Patent

1. Name of conveying party(ies):

Cloudmark, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 10/22/08

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Venture Lending & Leasing V. Inc.

Internal

Address: _____

Street Address: 2010 North First Street

City: San Jose

State: CA

Country: US Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship Maryland
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)

76/562609; 76/562611; 76/536501;

B. Trademark Registration No.(s)

2,886002; 2,992940; 3,023461; 3,468406; 3,290594; 3,290593

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Russell D. Pollack

Internal Address: _____

Street Address: 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: _____

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/21/2008 DBYRNE 00000009 76562609
Deposit Account Number 01 FC:8521

Authorized User Name: _____

40.00 UP
200.00 UP

9. Signature:

Signature

11/18/08

Date

Jeffrey T. Klugman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of October 22, 2008, by and between CLOUDMARK, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Lender, as lender, as such agreement may from time to time be amended, restated, supplemented or otherwise modified (the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants to Secured Party a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto, in the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term "Collateral" as used in this Agreement shall not include any contracts, property rights or licenses to the extent that the grant of a security interest therein, or an assignment thereof, would be contrary to applicable law.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for exclusive or non-exclusive licenses or sublicenses granted by Grantor in the ordinary course of business consistent with industry practice;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses or sublicenses granted by Grantor in the ordinary course of business consistent with industry practice;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not

allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances, restrictions and Permitted Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party deems necessary or advisable solely (i) to modify Exhibits A, B and C, hereof, as appropriate, of this Agreement without first obtaining Grantor's approval of or signature to such modification to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) only after the occurrence and during the continuance of an Event of Default, subject to Section 6 of Part 2 of the Supplement, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

(c) Secured Party agrees that it shall release its Lien on the Collateral (as such term is defined herein) on the terms and conditions set forth in the Supplement and to execute and deliver, at Grantor's sole cost and expense, all documents and instruments necessary to effectuate such release.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments to Exhibits A, B, and C as permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. 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.

Remainder of this page intentionally left blank; signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

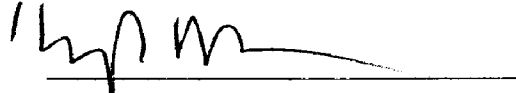
CLOUDMARK, INC.

128 King Street, 2nd Floor
San Francisco, CA 94107
Attn: Chief Financial Officer

By: _____

Name: _____

Its: _____



Hugh McCartney
CEO

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

CLOUDMARK, INC.

128 King Street, 2nd Floor
San Francisco, CA 94107
Attn: Chief Financial Officer

By: _____

Name: _____

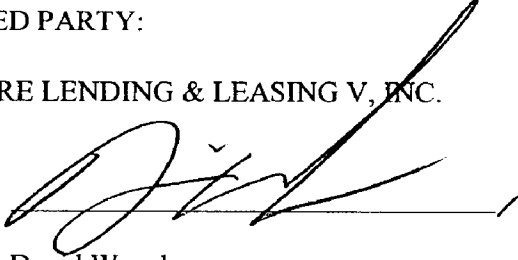
Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By:  _____

Name: David Wanek

Its: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

46109/0096
JTK/348384.1

TRADEMARK
REEL: 003892 FRAME: 0391

EXHIBIT B

U.S. Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
METHOD AND APPARATUS TO BLOCK SPAM BASED ON SPAM REPORTS FROM A COMMUNITY OF USERS	10/700,911 (serial no.) 7,373,385 (patent no.)	11/3/2003
A METHOD AND APPARATUS TO USE A STATISTICAL MODEL TO CLASSIFY ELECTRONIC COMMUNICATIONS	11/071,385	3/2/2005
METHOD AND APPARATUS TO USE A GENETIC ALGORITHM TO GENERATE AN IMPROVED STATISTICAL MODEL	11/071,408	3/2/2005
METHOD AND APPARATUS TO ENABLE MASS MESSAGE PUBLICATIONS TO REACH A CLIENT EQUIPPED WITH A FILTER	10/663,204	9/15/2003
METHODS AND APPARATUSES FOR CLASSIFYING ELECTRONIC DOCUMENTS	10/877,735 (serial no.) Allowed	6/24/2004
METHOD AND APPARATUS TO SCREEN ELECTRONIC COMMUNICATIONS	10/799,860	3/12/2004
METHOD AND APPARATUS TO CLASSIFY ELECTRONIC COMMUNICATION	11/081,287	3/15/2005
METHODS AND APPARATUSES FOR DETERMINING AND DESIGNATING CLASSIFICATIONS OF ELECTRONIC DOCUMENTS	10/979,604	11/1/2004
SIGNATURE FOR EXECUTABLE CODE	11/366,171	3/1/2006
SPAM IDENTIFICATION SYSTEM	12/119,429	May 12, 2008
SYSTEM AND METHOD FOR DIGITAL MESSAGE RE-FILTERING	61/132,887	Jun 23, 2008

46109/0096
JTK/348384.1TRADEMARK
REEL: 003892 FRAME: 0392

Non-U.S. Patents

[see attachment hereto]

46109/0096
JTK/348384.1

TRADEMARK
REEL: 003892 FRAME: 0393

Status

Jun-13-2008

SLW FILE NUMBER	CLIENT REF. NO.	TITLE	SERIAL NUMBER
2710.002EP1		Method and apparatus to block spam based on spam reports from a community of users	48007272
2710.002US1		Method and apparatus to block spam based on spam reports from a community of users	10700911
2710.002US2		SPAM IDENTIFICATION SYSTEM	12119429
2710.003EP1		Method and apparatus to use a statistical model to classify electronic communications	57247645
2710.003JP1		Method and apparatus to use a statistical model to classify electronic communications	2007502071
2710.003US1		Method and apparatus to use a statistical model to classify electronic communications	11071385
2710.004EP1		Method and apparatus to use a genetic algorithm to generate an improved statistical model	57247637
2710.004JP1		Method and apparatus to use a genetic algorithm to generate an improved statistical model	2007502070
2710.004US1		Method and apparatus to use a genetic algorithm to generate an improved statistical model	11071408
2710.005US1		METHOD AND APPARATUS TO ENABLE MASS MESSAGE PUBLICATIONS TO REACH A CLIENT EQUIPPED WITH A FILTER	10663204
2710.006US1		Methods and apparatuses for classifying electronic documents	10877735
2710.006US2		Methods and apparatuses for determining and designating classifications of electronic documents	10979604
2710.007EP1		Method and an apparatus to screen electronic communications	57116899
2710.007JP1		Method and an apparatus to screen electronic communications	2006551249
2710.007US1		Method and an apparatus to screen electronic communications	10799860
2710.008EP1		A Method and Apparatus to Classify Electronic Communication	57258014
2710.008JP1		A Method and Apparatus to Classify Electronic Communication	2007504094
2710.008US1		Method and an apparatus to classify electronic communication	11091287

TRADEMARK

REEL: 003892 FRAME: 0394

2710.009EP1		Signature for executable code	62547542
2710.009EP1		Signature for executable code	2006279264
2710.009US1		Signature for executable code	11366171

21 results
displayed.

Report

COUNTRY	FILING DATE	STATUS	ISSUE DATE	PATENT NUMBER	INVENTORS
EP	3-Nov-04	Pending			Vipul Ved Prakash
US	3-Nov-03	Issued	13-May-08	7373385	Vipul Ved Prakash
US	12-May-08	Pending			Vipul Ved Prakash
EP	2-Mar-05	Pending			Jordan Ritter
JP	2-Mar-05	Pending			Jordan Ritter
US	2-Mar-05	Pending			Jordan Ritter
EP	2-Mar-05	Pending			Vipul Ved Prakash, Jordan Ritter
JP	2-Mar-05	Pending			Vipul Ved Prakash, Jordan Ritter
US	2-Mar-05	Pending			Vipul Ved Prakash, Jordan Ritter
US	15-Sep-03	Pending			Vipul Ved Prakash
US	24-Jun-04	Allowed			Vipul Ved Prakash, Mark Stemm
US	1-Nov-04	Pending			Vipul Ved Prakash, Mark Stemm
EP	20-Jan-05	Pending			Vipul Ved Prakash, Mark Stemm
JP	20-Jan-05	Pending			Vipul Ved Prakash, Mark Stemm
US	12-Mar-04	Pending			Vipul Ved Prakash, Mark Stemm
EP	16-Mar-05	Pending			Vipul Ved Prakash
JP	16-Mar-05	Pending			Vipul Ved Prakash
US	15-Mar-05	Pending			Vipul Ved Prakash

EP	13-Sep-06	Pending			Christopher Abad
JP	13-Sep-06	Pending			Christopher Abad
US	1-Mar-06	Pending			Christopher Abad

EXHIBIT C

U.S. Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
CLOUDMARK	2,886,002 (registration number) 76/536,502 (serial number)	9/21/2004 8/11/2003
CLOUDMARK AUTHORITY	2,992,940 (registration number) 76/562,610 (serial number)	9/6/2005 11/26/2003
SAFETYBAR	3,023,461 (registration number) 78/486,613 (serial number)	12/6/2005 9/20/2004
SPAM DNA	76/562,609 (serial number)	11/26/2003
SPAM GENE	76/562,611 (serial number)	11/26/2003
SPAMNET	76/536,501 (serial number)	8/11/2003
TRUST EVALUATION SYSTEM	3,468,406 (registration number) 76/562,612 (serial number)	7/15/2008 11/26/2003
Umbrella Design Logo (color)	78/829,987 (serial number) 3,290,594 (registration number)	3/6/2006 9/11/2007
Umbrella Design Logo	78/829,957 (serial number) 3,290,593 (registration number)	3/6/2006 9/11/2007

Foreign Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
CLOUDMARK	3,612,447 (registration number) 3,612,447 (serial number)	1/29/2004 5/30/2005
CLOUDMARK AUTHORITY	3,612,439 (registration number) 3,612,439 (serial number)	1/29/2004 5/30/2005
SAFETYBAR	4,097,531 (registration number) 4,097,531 (serial number)	3/24/2006 11/4/2004
SPAMNET	3,612,421 (serial number)	1/29/2004
CLOUDMARK IMMUNITY	004097549 (registration number) 004097549 (serial number)	1/18/2006 11/4/2004

46109/0096
JTK/348384.1