

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
Return Path, Inc.		05/22/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2922005	RETURN PATH	
Registration Number:	2631087	PURELIST	
Registration Number:	2468000	SMARTBOUNCE	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	9050806		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		

CH \$90.00 2922005

Date:

06/03/2009

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**IP Security Agreement**") is made as of the 22nd day of May, 2009, by and between **SILICON VALLEY BANK**, a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("**Bank**"), and **RETURN PATH, INC.**, a Delaware corporation with offices located at 304 Park Avenue South, 7th Floor, New York, New York 10010-4301 (the "**Grantor**").

RECITALS

A. Bank 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 that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition that, among others, Grantor shall grant to Bank a security interest in certain copyrights, trademarks, patents, and mask works to secure the Obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement, Grantor, hereby grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property Collateral (including without limitation those copyrights, patents, trademarks, and mask works listed respectively on Exhibits A, B, C, and D hereto), whether presently existing or hereafter acquired, 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.

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 other 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 IP 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 other rights, powers or remedies.

Section 11 of the Loan Agreement is hereby incorporated by reference in its entirety.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be executed as of the date first above written.

GRANTOR:

RETURN PATH, INC.

BANK:

SILICON VALLEY BANK

By: *M. P. Gumbert*
Name: Matthew P. Gumbert
Title: CEO

By: _____
Name: _____
Title: _____

{Signature Page to Intellectual Property Security Agreement}

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be executed as of the date first above written.

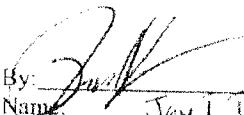
GRANTOR:

RETURN PATH, INC.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

By:  _____
Name: Jay L. Tracy
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Sign me UP! A Marketer's Guide to Creating Email Newsletters That Build Relationships and Boost Sales	Copyright Serial # -TXu1-211-945	December 15, 2004

EXHIBIT B

Patents

<u>Description</u>	<u>Serial Number/Patent Number</u>	<u>Application/Issue Date</u>
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES"	USSN 10/717,441 ¹ USP 7,293,065	Filed 11/18/03 Issued 11/6/07
SYSTEM AND PROCESS FOR UPDATING ELECTRONIC MESSAGING ACCOUNTS	USSN 09/921,955 ² USP 7,080,122	Filed August 2002 Issued 7/18/06
* "SYSTEM AND METHOD FOR RE-ROUTING E-MAIL MESSAGES"	USSN 10/159,453 USP 6,892,222 ³	Filed 5/31/2002 Issued 5/10/2005

* License Issued

¹ Provisional applications 60/428,134 and 60/482,883 have been converted into this utility application. A security interest was assigned to Venture Lending & Leasing IV, Inc., dated 4/14/2005.

² Patent issued – No. 7,080,122; Security interest assigned to Venture Lending & Leasing IV and V, dated 11/1/2007; assigned to FreshAddress on 3/11/09

³ Security interest assigned to Venture Lending & Leasing IV, Inc., dated 11/19/2007

PATENTS NOT REGISTERED, INACTIVE, UNKNOWN, FOREIGN
OR IN A DIFFERENT NAME (NOT YET ASSIGNED)

Description	Serial Number/Patent Number	Application/Issue Date	Status
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES"	USSN 10/856,693 ⁴	Filed 5/28/04	Unknown
"ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES"	EP 03787031.8 CN 200380108821.7 JP 2004-570648 AU2003295821 KR 10-2005-7009227 PCT/US05/019060	All filed 11/20/03 EP and CN cases are inactive	Foreign Registrations/PCT
SYSTEM AND METHOD FOR RE-ROUTING OF E-MAIL MESSAGES	USSN 09/338,784 USP 6,438,583 ⁵ PCT/US00/17406	Filed 6/23/1999 Issued August 20, 2002	Foreign Registrations/PCT
RR foreign patent app Brazil - P10011871.0 Canada - 2375935 Europe - 00941688.4 Norway - 20015225 Mexico PA/a/2001/013231 India IN/PCT/01604 Israel 147178 We are planning on abandoning Brazil and Norway	As shown at left	All filed 6/23/00 All abandoned, except granted in Israel on 3/11/2007	Foreign Registrations/PCT
SYSTEM AND METHOD FOR RE-ROUTING OF E-MAIL MESSAGES (Israel)	147,178	3/11/2007	Unknown

⁴ Pending publication (not searchable); presently in the name of IronPort Systems, Inc.

⁵ Security interest assigned to Venture Lending & Leasing IV, Inc., dated 4/14/2005

SYSTEM AND METHOD FOR BILLING ONLY FOR EMAILS ACTUALLY DELIVERED TO RECEIPIENT'S INBOXES	60/929,547	7/2/2007	Unknown
SYSTEM AND METHOD FOR REROUTING OF E-MAIL MESSAGES	11/071,778	3/4/2006	Unknown
SYSTEM AND METHOD FOR BILLING ONLY FOR EMAILS ACTUALLY DELIVERED TO RECIPIENTS INBOXES	12/167,015 PCT/US08/69072	7/2/2008	PCT

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
RETURN PATH	Reg. 2,922,005 (76487520)	Reg. 02/01/05
PURELIST	Reg. 2,631,087 (76288311)	Reg. 10/08/02
SMARTBOUNCE	Reg. 2,468,000 (76099647)	Reg. 07/10/01

TRADEMARKS NOT REGISTERED, INACTIVE, UNKNOWN OR IN A DIFFERENT
NAME (NOT YET ASSIGNED)

Description/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
BONDED SENDER – US	Reg. 2,855,381 ⁶	Reg. 06/15/04	IronPort
BONDED SENDER – Australia	Reg. 980,495	Reg. 08/23/04	Foreign
BONDED SENDER – Japan	Reg. 4,799,946	Reg. 09/03/04	Foreign
BONDED SENDER – Canada	Appln. 1,199,199	Filed 12/09/03	Foreign
BONDED SENDER – Europe	Reg. 3,579,653	Reg. 08/24/05	Foreign
BONDED SENDER – China	Reg. 3,838,991	Reg. 05/14/06	Foreign
RE-ROUTE.COM & DESIGN	Reg. 2,671,015	Reg. 01/07/03	Unknown
CPID	(77/220,624)	(7/2/2007)	Abandoned
FIXING EMAIL	(78/611,699)	(4/19/2005)	Abandoned
REPUTATION FILTERS	(78/526,086)	(12/2/2004)	Abandoned
ASYN COS	3,170,623	11/14/2006	IronPort
DYNAMIC VECTORING AND STREAMING	(78/834,342)	(3/10/2006)	Abandoned
DYNAMIC VECTORING	(78/834,358)	(3/10/2006)	Abandoned
IRONPORT ANTI-SPAM	(78/834,723)	(3/10/2006)	IronPort
MAKING THE INTERNET SAFE	(78/833,284)	(3/9/2006)	IronPort
WEB REPUTATION FILTERS	(78/833,248)	(3/9/2006)	Abandoned/IronPort

⁶ In name of IronPort Systems, Inc.