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
CRITICAL PATH, INC.		11/05/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3073097	MEMOVA
Registration Number:	3207464	MESSAGES THAT MATTER
Registration Number:	3073180	MEMOVA
Registration Number:	2732507	CRITICAL PATH
Registration Number:	3189110	MIRACARE
Registration Number:	2953712	RAZORGATE
Registration Number:	2564814	WEBMAIL DIRECT
Registration Number:	3612199	MIRAPOINT
Registration Number:	3411606	RAZORSAFE
Registration Number:	2512508	M
Registration Number:	2462316	MIRAPOINT

CORRESPONDENCE DATA

Fax Number: (408)852-4475

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

OP $290.00 3073097

900176829

TRADEMARK
REEL: 004410 FRAME: 0789

Phone:	4088417195
Email:	dsanchezbentz@virtuallawpartners.com
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist
Address Line 1:	Virtual Law Partners LLP
Address Line 2:	235 Victoria Drive
Address Line 4:	Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-CRITICAL PATH-TMS
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb0068/
Date:	11/06/2010

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 5, 2010 by and between SILICON VALLEY BANK ("Bank") and CRITICAL PATH, INC. ("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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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 grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

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.

[Signature page follows.]

2

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:

1840 Gateway Drive, Suite 200
San Mateo, CA 94404
Attn: Mark Palomba

Critical Path, Inc.

By: _____

Title: CFO _____

BANK:

Address of Bank:

2400 Hanover Street
Palo Alto, CA 94304
Attn: Julia Bobrovich

SILICON VALLEY BANK

By: _____

Title: RM _____

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date

NONE

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
SELECTIVELY COMMUNICATING DIGITAL CONTENT	11/352,429	02/10/2006
CONFIGURATION OF DIGITAL CONTENT COMMUNICATIONS SYSTEMS	11/351,870	02/10/2006
ADMINISTRATION AND CONTROL OF A DIGITAL CONTENT COMMUNICATION SERVICE	11/353,880	02/13/2006
IN PROCESS PROTECTION FOR DIGITAL CONTENT COMMUNICATION SYSTEM	11/354,296	02/13/2006
METHOD FOR MAILBOX MIGRATION	7587455	09/08/2009
FAST PATH MESSAGE TRANSFER AGENT	7487212	2/03/2009
DUAL-FRAME USER INTERFACE ON GENERIC CLIENT SOFTWARE	7447742	11/04/2008
METHOD AND SYSTEM FOR PROVIDING IMAGE INCREMENTAL AND DISASTER RECOVERY	7310654	12/18/2007
DENSE ALLOCATION FOR DATA STORAGE	7203939	04/10/2007
METHOD AND SYSTEM FOR PROVIDING AN INTERLEAVED BACKUP	7203805	04/10/2007
METHOD AND SYSTEM FOR PROVIDING AN INTERLEAVED BACKUP	6691212	02/10/2004
METHOD AND SYSTEM FOR PROVIDING DIRECT ACCESS RECOVERY USING SEEKABLE TAPE DEVICE	6684308	01/27/2004
METHOD FOR MAILBOX MIGRATION	20100011033	01/14/2010
	12534098	07/31/2009
FAST PATH MESSAGE TRANSFER AGENT	20090198788	08/06/2009
	12365111	02/03/2009
FAST PATH MESSAGE TRANSFER AGENT	20090172188	07/02/2009
	12344123	12/24/2008
LOCATING PERSISTENT OBJECTS IN A NETWORK OF SERVERS	20080201360	08/21/2008
	11675606	02/15/2007
METHOD FOR MAILBOX MIGRATION	20050267938	12/01/2005
	10846619	05/14/2004
METHOD AND SYSTEM FOR PROVIDING AN INTERLEAVED BACKUP	20040068630	04/08/2004
	10678455	10/03/2003

DENSE ALLOCATION FOR DATA STORAGE	20030225967	12/04/2003
	10162816	06/04/2002
ELECTRONIC MESSAGING SYSTEM METHOD AND APPARATUS	20030140112	07/24/2003
	09434048	11/04/1999

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
MEMOVA	3073097	03/28/2006
MESSAGES THAT MATTER	3207464	02/13/2007
MEMOVA	3073180	03/28/2006
CRITICAL PATH	2732507	07/01/2003
MIRACARE	3189110	12/26/2006
RAZORGATE	2953712	05/17/2005
WEBMAIL DIRECT	2564814	04/23/2002
MIRAPOINT	3612199	02/10/2009
RAZORSAFE	3411606	04/15/2008
M	2512508	11/27/2001
MIRAPOINT	2462316	06/19/2001

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date

NONE