

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Subordination Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vencore Solutions LLC		06/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GoldMail, Inc.		
Street Address:	2030 Harrison St., 3rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3526671	GOLDMAIL PRO	
Registration Number:	3469051	GOLDMAIL	
Registration Number:	3606631	GOLDMAIL	
Registration Number:	3385887	GOLDMAIL	
CORRESPONDENCE DATA			
Fax Number:	(707)524-1906		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	707.524.1900		
Email:	dranit@smlaw.com		
Correspondent Name:	Warren L. Dranit		
Address Line 1:	P.O. Box 1867		
Address Line 4:	Santa Rosa, CALIFORNIA 95402		
ATTORNEY DOCKET NUMBER:	8595 (ASSIGNMENT #1)		
NAME OF SUBMITTER:	Warren L. Dranit		

OP \$115.00 3526671

Signature:	/wld/
Date:	12/02/2010
Total Attachments: 4 source=Vencore Subordination Agreement (Hakel Signed0001) SIGNED#page1.tif source=Vencore Subordination Agreement (Hakel Signed0001) SIGNED#page2.tif source=Vencore Subordination Agreement (Hakel Signed0001) SIGNED#page3.tif source=Vencore Subordination Agreement (Hakel Signed0001) SIGNED#page4.tif	

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Subordination Agreement"), made this 16th day of June 2010 by and between GoldMail, Inc., a Delaware corporation ("Borrower") and Vencore Solutions LLC, a Delaware limited liability company ("Subordinated Creditor").

RECITALS:

WHEREAS, Subordinated Creditor loaned Borrower up to \$500,000 pursuant to a Loan and Security Agreement dated September 25, 2008, of which a balance of approximately \$145,000 is outstanding as of the date of this Agreement (the "Subordinated Debt"); and

WHEREAS, Borrower has or intends to issue \$750,000 of 15% Series A Secured Promissory Notes, \$750,000 of 15% Series B Secured Promissory Notes and up to \$8,500,000 of Senior Secured Promissory Notes (collectively the "Senior Debt") to certain accredited and/or institutional investors, some of whom have not yet been identified (collectively the "Lenders"); and

WHEREAS, in order to induce Lenders to lend the Senior Debt in favor of the Borrower, the Subordinated Creditor hereby agrees to the subordination of the Subordinated Debt contained herein upon the terms and conditions contained in this Subordination Agreement.

NOW, THEREFORE, for value received, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Certain Definitions. As used herein:

"Junior Debt" means each and every debt, liability and obligation of every type and description, including, without limitation, the Subordinated Debt, together with all interest, fees, charges, expenses and attorneys' fees which the Borrower is now or hereafter becomes liable to pay to Subordinated Creditor, together with all extensions, supplements, renewals, amendments, restatements and modifications thereof or of any part thereof, whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several.

"Senior Debt" means all loans, advances, liabilities, debit balances, covenants and duties at any time owed by the Borrower to Lenders, whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, now existing or hereafter arising, together with all interest, fees, charges, expenses and attorneys' fees for which the Borrower is now or hereafter becomes liable to pay to Lenders, together with any extensions, renewals or modifications thereof or of any part thereof.

2. Subordination. The Subordinated Creditor hereby subordinates any lien Subordinated Creditor may have to secure the Junior Debt on any property of the Borrower, whether real or personal, tangible or intangible (collectively the "Assets"), to any lien on such property given to Lenders to secure any Senior Debt.

3. Subordinated Creditor's Junior Security. Subordinated Creditor hereby confirms that, regardless of the relative times and method of attachment or perfection thereof, or the order of filing of financing statements, mortgages or other security agreements or documents, or anything in this Subordination Agreement to the contrary, the security interests and liens granted or to be granted from time to time to secure the Senior Debt on the Assets, shall in all respects be first and senior security interests and liens, superior to any security interests and liens granted or to be granted to Subordinated Creditor in the Assets of, or ownership interests in, Borrower or any other person, it being the express intention of the parties that, notwithstanding anything in this Agreement to the contrary, all liens and security interests granted to Lenders from time to

time to secure the Senior Debt shall be prior and superior to any liens or security interests granted to Subordinated Creditor.

4. Possession of Assets. Until the Senior Debt shall have been fully, finally and irrevocably paid in full in cash and all financing arrangements between the Borrower and Lenders have been terminated, the Subordinated Creditor shall not have any right to possess any of the Assets or to foreclose upon any such Assets, whether by judicial action or otherwise, and regardless of whether the Senior Debt is secured or unsecured, the Lenders shall be subrogated to the Subordinated Creditor with respect to the Subordinated Creditor's claims against the Borrower, and the Subordinated Creditor's rights, liens and security interests, if any, in any of the Assets and the proceeds thereof.

5. Termination. Upon (i) the full, final and irrevocable payment of all Senior Debt, and (ii) the termination of all agreements under which Lenders are obligated to extend credit, make advances, loans or other financial accommodations to the Borrower, this Subordination Agreement shall be terminated. In the event of any termination of this Subordination Agreement by operation of law, this Subordination Agreement shall continue in full force and effect as to all Junior Debt and all Senior Debt outstanding at the date of such termination, until such Senior Debt has been fully, finally and irrevocably paid and discharged.

6. Consent. Subordinated Creditor hereby consents to Borrower granting the security interests to the Lenders in any and all of the Assets of the Borrower up to the amount of the Senior Debt.

7. Acknowledgment. The Subordinated Creditor hereby acknowledges and agrees that any default by the Borrower under this Subordination Agreement constitutes an event of default under the Senior Debt, and that any such event of default provides Lenders with the option to declare that the Senior Debt is immediately due and payable.

8. Notices. All notices, requests, demands or other communications required or permitted under this Subordination Agreement or by law shall be in writing and shall be deemed to have been duly given, made and received only when delivered against receipt or five (5) business days after deposited in a receptacle of the United States mail, certified or registered, postage prepaid, return receipt requested, addressed appropriately, as follows:

If to Borrower: GoldMail, Inc.
2030 Harrison Street, 3rd Floor
San Francisco, CA 94110
Attn: Thomas Hakel

If to the Subordinated Creditor: Vencore Solutions LLC
4500 SW Kruse Way, Suite 350
Lake Oswego, OR 97035
Attn: Jim Johnson

Any party may change its address for notice by giving notice in conformity with the requirements of this Section.

9. Non-Waiver. No delay on the part of Borrower, or the Lenders as third party beneficiaries, in exercising any right hereunder or in failing to exercise the same shall operate as a waiver of such right, and no notice to or demand on the Subordinated Creditor shall be deemed a waiver of any obligation or duty of the Subordinated Creditor of the right of the Borrower or Lenders to take further action without notice or demand. No modification, alteration or waiver of any of the provisions of this Subordination Agreement shall be effective unless in writing and signed by a duly authorized representative of Lender, and then only in the specific instance for which given.

10. Expenses. The Subordinated Creditor shall pay to Borrower or Lenders on demand all reasonable expenses of every kind, including reasonable attorneys' fees, that Borrower or Lenders may incur in enforcing any of its rights under this Subordination Agreement against it.

11. **Governing Law.** The validity, construction and enforcement of this Subordination Agreement shall be governed by the internal laws of the State of California, notwithstanding that California's conflict of law rules or principles might otherwise require the substantive rules of law of another jurisdiction to apply.

12. **Successors and Assigns.** This Subordination Agreement shall inure to the benefit of Borrower, Lenders as third party beneficiaries of this Subordination Agreement, and each of their successors and assigns, and shall be binding upon the Subordinated Creditor, and its successors and assigns. Any reference to the Borrower herein shall be deemed to refer to Borrower and its respective successors and assigns, including any receiver, trustee or debtor-in-possession of or for the Borrower.

13. **Severability.** The provisions of this Subordination Agreement are independent and separable from one another. If any provision hereof shall for any reason be held invalid or unenforceable, it is the intent of the parties that such invalidity or unenforceability shall not affect the validity or enforceability of other provisions hereof and that this Subordination Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

14. **Additional Documentation.** The Subordinated Creditor shall execute and deliver to Lenders such further instruments and take such further action as Lenders may at any time, and from time to time, reasonably request in order to carry out the provisions and intent of this Subordination Agreement, including but not limited to additional subordination agreements and termination statements of any and all UCC financing statements on the assets of the Borrower.

15. **Lenders' Duty Limited.** The rights granted to Lenders in this Subordination Agreement as third party beneficiaries are solely for their protection and nothing herein contained imposes on Lenders any duties with respect to the Assets or any property of the Borrower received by Lenders beyond the duty to exercise reasonable care in the custody and preservation of such property while in Lenders' possession. Lenders have no duty to preserve rights against prior parties on any Assets, instrument or chattel paper received from the Borrower as collateral security for the Senior Debt or any portion thereof.

16. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed and delivered by the parties, constituting an original but all such counterparts together constituting but one and the same instrument.

17. **Reinstatement of Obligations and Security.** To the extent that the Borrower makes a payment to Lenders or Lenders receive any payment(s) or proceeds of the Assets securing the Senior Debt for the Borrower's benefit, which payment(s) or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of any payment(s) or proceeds which have been received and not retained by Lenders, the Subordinated Creditor's obligations under this Subordination Agreement intended to be satisfied thereby and this Subordination Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Lenders. The Subordinated Creditor agrees to promptly remit to Lenders any payments received by the Subordinated Creditor after such invalidated, rescinded or returned payment(s) were originally made.

18. **No Marshalling.** The Subordinated Creditor, on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights, if any, to require a marshalling of the assets of the Borrower or any obligor by Lenders or to require that Lenders first resort to some or any portion of any Assets or collateral securing the Senior Debt before foreclosing upon, selling or otherwise realizing on any other portion thereof.

19. **Entire Agreement.** This Subordination Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written.

OH

IN WITNESS WHEREOF, the undersigned have executed or caused the execution of this Subordination Agreement by their duly authorized officers as of the date and year first above written.

"SUBORDINATED CREDITOR"

VENCORE SOLUTIONS LLC

By:  _____

Printed: John Saetler

Title: CEO

"BORROWER"

GOLDMAIL, INC.

By:  _____

Printed: Thomas Hakel

Title: Chief Executive Officer