

2. Name and address of additional receiving party(ies):		
Name:	Gold Hill Capital 2008, LP	
Internal Address:		
Street Address:	One Almaden Blvd., Suite 830	
City:	San Jose	
State:	CA	
Country:	USA	Zip: 95113

Limited Partnership-Citizenship-Delaware Limited Partnership

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Third Amendment Effective Date by and between SILICON VALLEY BANK, as agent for itself and Gold Hill Venture Lending 03, LP ("Agent"), Gold Hill Capital 2008, LP ("Gold Hill") and STRONGMAIL SYSTEMS, INC. ("Grantor"). (Agent and Gold Hill are sometimes individually referred to herein as "Secured Party" and collectively as "Secured Parties").

RECITALS

A. Silicon Valley Bank, Gold Hill Venture Lending 03, LP and Gold Hill Capital 2008, LP have made or will make certain advances of money and extended certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Silicon Valley Bank, Gold Hill Venture Lending 03, LP, Gold Hill Capital 2008, LP and Grantor dated as of 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). Under the Loan Agreement Grantor shall grant to Secured Parties 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 Secured Parties 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 Secured Parties 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, trademarks and mask works listed on Schedules A, B, C, and D 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.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Secured Parties 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 Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties 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 Secured Parties 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 either of the Secured Parties, of any or all other rights, powers or remedies.

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.

Address of Grantor:

1300 Island Drive, Suite 200
Redwood Shores, CA 94065
Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054
Attn: Julie Bobrovich

Address of Gold Hill:

One Almaden Blvd.
San Jose, California 95113
Attn: Alex Choy

GRANTOR:

STRONGMAIL SYSTEMS, INC.

By: *Sam G. Hill*
Title: CEO

SECURED PARTIES:

SILICON VALLEY BANK

By: _____
Title: _____

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

By: _____
Title: _____

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Address of Grantor:

1300 Island Drive, Suite 200
Redwood Shores, CA 94065
Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054
Attn: Julie Bobrovich

Address of Gold Hill:

One Almaden Blvd.
San Jose, California 95113
Attn: Alex Choy

GRANTOR:

STRONGMAIL SYSTEMS, INC.

By: _____

Title: _____

SECURED PARTIES:

SILICON VALLEY BANK

By: Julie Bobrovich

Title: Relationship Manager

GOLD HILL CAPITAL 2008, LP

By: Gold Hill Capital 2008, LLC, General Partner

By: _____

Title: _____

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:

1300 Island Drive, Suite 200
Redwood Shores, CA 94065
Attn: _____

STRONGMAIL SYSTEMS, INC.

By: _____

Title: _____

SECURED PARTIES:

Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054
Attn: Julia Bobrovich

SILICON VALLEY BANK

By: _____

Title: _____

Address of Gold Hill:

One Almaden Blvd.
San Jose, California 95113
Attn: Alex Choy

GOLD HILL CAPITAL 2006, LP
By: Gold Hill Capital 2008, LLC, General Partner

By:  _____

Title: Partner

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL	7698462	04/13/2010
EMAIL DELIVERY SYSTEM USING METADATA ON EMAILS TO MANAGE VIRTUAL STORAGE	7698369	04/13/2010
EMAIL USING QUEUES IN NON-PERSISTENT MEMORY	7720911	05/18/2010

Patent Applications

Systems and methods for communicating logic in e-mail messages	11339906	01/25/2006
System and method for optimization of viral marketing efforts	11900589	09/12/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
STRONGMAIL	2985566	07/12/2006
POP COMMERCE	3131164	08/15/2006
SOCIALNOTES	3588899	03/10/2009
POPULARMEDIA	3694422	03/24/2009
Design only	3258172	07/03/2007
Strongmail	2914711	12/28/2004
Strongstart	3478983	08/05/2008
Message Studio	3478982	08/05/2008
Social Studio	3882097	10/12/2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE