ALLER COLCA GREEK		U.S. DEPARTMENT OF
FORM P10-1594 COMMERCE		OVER SHEET United States Patent and Trademark Office
(Rev. 07/05)	RECORDATION FOR	IM COVER SHEET United States Patent and Trademark Onice
OMB No. 0651-0027 (exp. 06/3	TOADERAD	KS ONLY
To the Director of the	ILS Patent and Trademark Office:	Please record the attached documents or the new address(es) below.
1. Name of conveying party(i	es):	:// Manua and aligning as incriting partitions
StrongMall Systems, inc.		Additional name(s) of conveying parties attached? ⊠Yes ☐ No
1300 Island Drive, Suite 200		Name: Silicon Valley Bank, as Agent
Redwood Shores, CA 94065		Manie: Sincon valley Dank, as 18511
•	•	Internal Address:
	☐ Association	
☐ Individual(s)		
General Partnership	Limited Partnership	Street Address: 3003 Tasman Drive
☑ Corporation-State: DE		
☐ Other		City: Santa Clara
		State: CA
Additional name(s) of conveyir	ng parties attached? □Yes ☑ No	Country: USA
3. Nature of conveyance	/ Execution Date(s):	Zip:
Execution Date(s): 12/29/	2010	Association Citizenship
THE PROPERTY OF THE PARTY OF TH	- W	General Partnership Citizenship
Assignment	☐Merger	Limited Partnership Citizenship
		Corporation Citizenship : United States, CA
Security Agreement	Change of Name	Other Citizenship
		If assigned is not domiciled in the United States, a domestic representative , designation is attached: Yes No
Other:		(Designations must be a separate document from assignment)
4. Application number(s) or	registration number(s) and Identif	ication or description of the Trademark:
A. Trademark Application No.	-(s)	B. Trademark Registration No.(s)
		2965565 3258172 3862097
,		3131154 2914711
ness y	merce and the second se	3586899 3478983
	4	3594422 3478982
C. Identification or Descript Registration Number is t	ion of Trademark(s) (and Filing Daunknown):	te if Application or Additional sheets attached? Yes No
5, Name and address of	f narty to whom	6. Total number of applications and
correspondence	, buties co witom	registrations involved: 5
concerning document s	should be mailed:	
Name: UCC Direct Servi	lone	
Indine, DCC Direct Servi	ioco	7 Total for (27 CED 2 & /h)/\$\ 9. 2.44\\ \$240.00
Imanuami Anidamaa Assus 4	4000622	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$240.00 Authorized to be charged by credit card
Internal Address: Attn: 1	400000A	Authorized to be charged by credit card Authorized to be charged to deposit account
Street Address: 187 Wo	lf Road, Suite 101	Enclosed
City: Albany State	: NY ZIP: 12205	8. Payment Information:
		7743
Phone Number: 1-800-34	42-3676 X 4065	a. Credit Card Last 4 Numbers 5703
	•	Expiration Date /0//2
Fax Number: 1-800-962-	7049	
		b. Deposit Account Number
Email Address: cls-udsa	libany@wolterekiuwer.com	Authorized User Name
1 / 6-1	NHO	1/6/11
9, Signature.	1 1 Val	1/4//
	-Signature #	Date
Jos	icph D Burgma	Total number of pages including cover
	Name of Person Signing	sheet, attachments, and document:
i .	,	

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, Alexandra DEMARKO

		ditional receiving party(les):	
ame:	Gold Hill	Capital 2008, LP	,
ntemal Addres	s:		
Street Address	: One Alma	ien Bivd., Suite 630	
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.

	GRANTOR:
Address of Granton	STRONGMAIL SYSTEMS, INC.
1300 Island Drive, Suite 200 Redwood Shores, CA 94065 Attn:	By: See San See
Address of Bank;	SECURED PARTIES: SILICON VALLEY BANK
3003 Tesman Drive Santa Clara, Celifornia 95054 Attn: Julia Bobrovich	By:
Address of Gold Hill;	GOLD HILL CAPITAL 2008; LP By: Gold Hill Capital 2008, LLC, General Partner
One Almaden Blvd. San Jose, Californie 95113 Alfn: Alex Choy	By:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duty executed by its officers thereunto duty authorized as of the first date written above.

	GRANTOR: STRONGMAIL SYSTEMS, INC.	
Address of Grantor:		
1300 Island Drive, Suite 200 Redwood Shores, CA 94065 Attn:	By:	
	SECURED PARTIES:	
Address of Bank:	SILICON VALLEY BANK	
3003 Tasman Drive Santa Ctara, California 95054 Attn: Julia Bobrovich	By: Moot This: Relationship Manager	
Address of Gold Hill:	GOLD HILL CAPITAL 2008, LP By: Gold Hill Capital 2008, LLC, General Partner	
One Almaden Blvd San Jose, California 95113 Attn: Alex Choy	By:	

IN WITNESS WHEREOF, the parties have caused this intellectual Property Security Agreement to be duty executed by its officers thereunto duty authorized as of the first date written above.

	GRANTOK:
Address of Grantor:	STRONGMAIL SYSTEMS, INC.
1300 Island Drive, Suite 200 Redwood Shores, CA 94065 Attn:	By:
	SECURED PARTIES:
Address of Bank;	SILICON VALLEY BANK
3003 Tesmen Drive Senta Clara, Celifornia 95054 Attn: Julia Bobrovich	By:
Address of Gold Hill:	GOLD HILL CAPITAL 2008, LP By: Gold Hill Capital 2008, LLC, General Partner
One Almaden Bivd. San Jos≘, Californie 95113 Attn: Alex Choy	By: Dertye,

EXHIBIT A

Copyrights

Description

Registration/ Application Number

Registration/ Application Date

NONE

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application Number	Registration/ Application <u>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>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
STRONGMAIL	2965565	07/12/2005
POP COMMERCE	3131154	08/15/2006
SOCIALNOTES	3586899	03/10/2009
POPULARMEDIA	3594422	03/24/2009
Design only	3258172	07/03/2007
•	2914711	12/28/2004
Strongstart	3478983	08/05/2008
Message Studio	3478982	08/05/2008
Social Studio	3862097	10/12/2010

EXHIBIT D

Mask Works

Description

Registration/ Application Number

Registration/ Application Date

NONE

TRADEMARK REEL: 004454 FRAME: 0115

RECORDED: 01/06/2011