

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third Amended and Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Critical Path, Inc.		10/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Escalate Capital I, L.P.
Street Address:	150 Almaden Blvd.
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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: (214)758-1550
 Phone: 214-758-1509

OP \$290.00 3073097

Email: vwalker@pattonboggs.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Vicky Walker, Patton Boggs LLP

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023854.0131
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	01/30/2012

Total Attachments: 7

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**THIRD AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Third Amended and Restated Intellectual Property Security Agreement ("IP Security Agreement") is entered into as of October 20, 2011 by and between Escalate Capital I, L.P., a Delaware limited partnership ("Lender"), and Critical Path, Inc., a Delaware corporation ("Borrower").

RECITALS

Lender has agreed to extend credit to Borrower under that certain Third Amended and Restated Loan and Security Agreement by and between Lender and Borrower (successor-in-interest to Critical Path, Inc., a California corporation ("Critical Path CA")) dated as of November 8, 2010 (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This IP Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

This IP Security Agreement is given in amendment, modification, and restatement, but not in extinguishment or novation, of that certain Second Amended and Restated Intellectual Property Security Agreement, dated as of November 8, 2010, between Lender and Critical Path CA, pursuant to which Critical Path CA granted Lender a lien and security interest with respect to certain Intellectual Property owned or acquired from time to time by Critical Path CA, as predecessor-in-interest to Borrower.

[Signature page follows.]

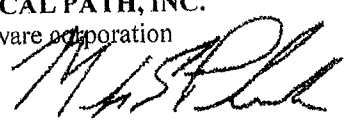
IN WITNESS WHEREOF, the parties have caused this Third Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

CRITICAL PATH, INC.
a Delaware corporation

Address of Borrower:

1215 Bordeaux
Sunnyvale, CA 94089
Attn: Tim Noel

By: 
Name: MARK PALOMBA
Title: CEO

LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

Address of Lender:

150 Almaden Blvd.
San Jose, CA 95113
Attn: Simon James

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC
its general partner

By: _____
Name: _____
Title: _____

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

BORROWER:

CRITICAL PATH, INC.
a Delaware corporation

Address of Borrower:

1215 Bordeaux
Sunnyvale, CA 94089
Attn: Tim Noel

By: _____
Name: _____
Title: _____

LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

Address of Lender:

150 Almaden Blvd.
San Jose, CA 95113
Attn: Simon James

By: Escalate Capital Management I,
its general partner
By: EC Management I, L.P.,
a general partner
By: Escalate Capital Management Co., LLC
its general partner

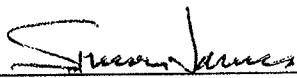
By:  _____
Name: SIMON JAMES
Title: CEO

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Serial/Patent Number</u>	<u>Application/Issue Date</u>
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 12534098	01/14/2010 07/31/2009
FAST PATH MESSAGE TRANSFER AGENT	20090198788 12365111	08/06/2009 02/03/2009
FAST PATH MESSAGE TRANSFER AGENT	20090172188 12344123	07/02/2009 12/24/2008
LOCATING PERSISTENT OBJECTS IN A NETWORK OF SERVERS	20080201360 11675606	08/21/2008 02/15/2007

Exhibit B
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REEL: 004708 FRAME: 0319

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 B
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application/ Registration Date</u>
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 C
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