

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
STRONGMAIL SYSTEMS, INC.		08/02/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WF FUND IV LIMITED PARTNERSHIP
Street Address:	333 Bay Street
Internal Address:	Suite 1620
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 2R2
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4136578	MAGNETIK
Registration Number:	3258172	
Registration Number:	3493965	M MAGNETIK
Registration Number:	3131154	POP COMMERCE
Registration Number:	2914711	STRONGMAIL
Registration Number:	3905630	SOCIAL DIRECT
Registration Number:	3862097	SOCIAL STUDIO
Registration Number:	3586899	SOCIALNOTES
Registration Number:	3594422	POPULARMEDIA
Registration Number:	3478983	STRONGSTART
Registration Number:	3478982	MESSAGE STUDIO
Registration Number:	2965565	STRONGMAIL

CORRESPONDENCE DATA

CH \$315.00 4136578

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	313569-108 STRONGMAIL
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Erin O'Brien
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Signature:	/Erin O'Brien/
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Date:	08/02/2012
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Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2012 by STRONGMAIL SYSTEMS, INC., a Delaware corporation ("Grantor") and WF Fund IV Limited Partnership ("Lender").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor ("Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (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). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Intellectual Property to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Borrower and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Grantor grants and pledges to Lender 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 and trademarks listed on Exhibits A, B and C 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 Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Financing 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 Lender 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 Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This 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.

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 City, CA 94065

STRONGMAIL SYSTEMS, INC.

By: *Bill Griffin*
Title: CFO

LENDER:

Address of Lender:

333 Bay Street, Suite 1620
Toronto, Ontario M5H 2R2

WF FUND IV LIMITED PARTNERSHIP

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 City, CA 94065

STRONGMAIL SYSTEMS, INC.

By: _____
Title: _____

LENDER:

Address of Lender:

333 Bay Street, Suite 1620
Toronto, Ontario M5H 2R2

WF FUND IV LIMITED PARTNERSHIP

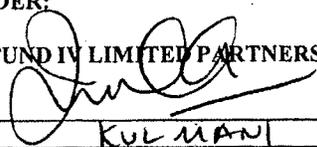
By:  _____
Title: KULMANI
SENIOR VICE-PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
Systems and methods for adaptive communication control	8,171,159 (12/758,797)	05/01/12
Systems and method for optimization of viral marketing efforts	8,140,376 (11/900,589)	03/20/12
Email using queues in non-persistent memory	7,720,911 (10/777,336)	03/18/10
Systems and methods for adaptive communication control	7,698,462 (11/975,884)	04/13/10
Email delivery system using metadata on emails to manage virtual storage	7,698,369 (10/857,601)	04/13/10
Systems and methods for communicating logic in e-mail messages	11/339,906	01/25/06
Systems and methods for optimizing a campaign	12/415,832	03/31/09
Systems and methods for influencing marketing campaigns	12/648,180	12/28/09
Email delivery system using metadata on emails to manage virtual storage	12/758,732	04/12/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
MAGNETIK	4,136,578	05/01/12
(design)	3,258,172	05/03/070
M MAGNETIK	3,493,965	08/26/08
POP COMMERCE	3,131,154	08/15/06
STRONGMAIL	2,914,711	12/28/04
SOCIAL DIRECT	3,905,630	01/11/11
SOCIAL STUDIO	3,862,097	10/12/10
SOCIALNOTES	3,586,899	03/10/99
POPULARMEDIA	3,594,422	03/24/09
STRONGSTART	3,478,983	08/05/08
MESSAGE STUDIO	3,478,982	08/05/08
STRONGMAIL	2,965,565	07/12/05