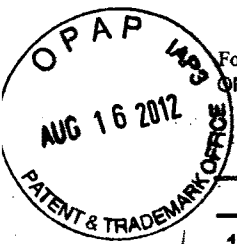


08/21/2012



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Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-16-12

**1. Name of conveying party(ies):**

Sendmail, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 10, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Decathlon Alpha, L.P.

Street Address: 600 Hansen Way

City: Palo Alto

State: CA

Country: USA Zip: 94304

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship Delaware
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

None

B. Trademark Registration No.(s)

2410896, 2407602, 3720084

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Exhibit C.

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Michele Danton

Internal Address: \_\_\_\_\_

Street Address: c/o Kunzler Law Group, PC  
15653 E. Indian Grass Avenue

City: Parker

State: CO Zip: 80134

Phone Number: 801-693-1515

Docket Number: \_\_\_\_\_

Email Address: mdanton@kunzlerlaw.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 90.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

08/21/2012 HTOR11 00000019 2410896  
 Deposit Account Number \_\_\_\_\_ 40.00 OP  
 Authorized User Name \_\_\_\_\_ 50.00 OP

**9. Signature:**

Michele Danton  
Signature

8-8-12  
Date

Michele Danton

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

SENDMAIL, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of July 10, 2012 by and among Sendmail, Inc., a Delaware corporation, ("*Grantor*") and Decathlon Alpha, L.P., a Delaware limited partnership ("*Secured Party*").

RECITALS

A. Secured Party has made certain financial accommodations to Grantor as evidenced by that certain Subordinated Revenue Loan And Security Agreement dated as of even date herewith executed by Grantor in favor of Secured Party (the "*Loan Agreement*"), such financial accommodations being referred to herein as the "*Loan*." Secured Party is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor grant to Secured Party a security interest in certain Intellectual Property of Grantor to secure the obligations of Grantor under the Loan Agreement and all related documents and agreements executed in connection therewith, and this Agreement (collectively, the "*Loan Documents*").

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

As collateral security for the full, prompt, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Grantor hereby grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Rights (including without limitation those Copyrights, Patents and Trademarks (and applications thereof) listed on **Exhibits A, B, and C** hereto), including without limitation the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto. Grantor may not sell, lease, transfer or otherwise dispose of any Intellectual Property Rights without the consent of Secured Party except as expressly set forth in the Loan Agreement, *provided that* if Grantor sells, leases, transfers or otherwise disposes of any Intellectual Property Rights upon consent of Secured Party, Secured Party shall retain a security interest in any proceeds that are received in connection with such sale, lease, transfer or other disposition of Intellectual Property.

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not extend to "intent-to-use" trademarks at all times prior to the first use

thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are subject to the terms of the Loan Agreement and 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 Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this 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 Secured Party, of any or all other rights, powers or remedies. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

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, as of the date first written above.

None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Grantor and Secured Party.

This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the secured Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Secured Party hereunder.

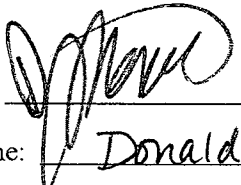
In all respects, including all matters of construction, validity and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

*(Signature Pages Follow)*

IN WITNESS WHEREOF, each of Grantor and Secured Party has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**SENDMAIL, INC.**  
a Delaware corporation

By:   
Name: Donald Massaro  
Title: CEO

*Address:*

6475 Christie Avenue, Suite 350  
Emeryville, CA 94608

*(Signature Page to IP Security Agreement)*

**TRADEMARK**  
**REEL: 004849 FRAME: 0318**

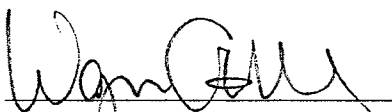
**SECURED PARTY**

**DECATHLON ALPHA, L.P.**

a Delaware limited partnership

By: Decathlon Capital Partners, LLC

Its: General Partner

By:  \_\_\_\_\_

Name: Wayne Cantwell

Title: Member

*(Signature Page to IP Security Agreement)*

**Exhibit A**

**Copyrights**

N/A

**Exhibit B****Patents**

<b>Docket Number/SubCase</b>	<b>Case Type</b>	<b>Status</b>	<b>App Number Pat Number</b>	<b>File Date</b>	<b>Issue Date</b>
6865671	Electronic mail system with authentication methodology for supporting relaying in a message transfer agent		09/562,523	2000-05-01	2005-03-08
6986037	Electronic mail system with authentication/encryption methodology for allowing connections to/from a message transfer agent		09/585,701	2000-05-31	2006-01-10
7146402	E-mail system providing filtering methodology on a per-domain basis		09/945,130	2001-08-31	2006-12-05
7058687	E-mail system with methodology for accelerating mass mailings		09/863,941	2001-05-22	2006-06-06
6658454	Electronic mail system with improved methodology for processing messages with mailing lists		09/499,502	2000-02-07	2003-12-02
7117246	Electronic mail system with methodology providing distributed message store		09/735,130	2000-12-12	2006-10-03
8095677	Configuration rule generation with compressed address sets		12/470,436	2009-05-21	2012-01-10
Pending	Apparatus and method for spam blocking		12/748,193	2010-03-26	
Pending	Apparatus and method for dynamic removal and addition of electronic messaging services		12/858,256	2010-08-17	

## Exhibit C

### Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Classes</u>	<u>Application</u>	<u>Filing Date</u>	<u>Registration</u>	<u>Issue Date</u>	<u>Status</u>
Australia	SENDMAIL	9, 42	772859	1998-09-11	772859	1999-03-19	Registered
Canada	SENDMAIL	0	890112	1998-09-14	631578	2005-01-31	Registered
EU	SENDMAIL SENTRION	9, 37, 42	004862934	2006-01-27	004862934	2007-04-20	Registered
Japan	SENDMAIL	9, 42	10-79073	1998-09-14	4049188	1997-08-29	Registered
Japan	SENDMAIL SENTRION	9, 42	2006-014005	2006-02-17	5028577	2007-02-23	Registered
Taiwan	SENDMAIL	9	90013569	2001-04-12	1001883	2002-06-16	Registered
Taiwan	SENDMAIL	42	90013573	2001-04-12	171504	2002-10-16	Registered
US	SENDMAIL	9	75/979292	1998-03-13	2410896	2000-12-05	Registered
US	SENDMAIL	42	75/449819	1998-03-13	2407602	2000-11-28	Registered
US	SENDMAIL SENTRION	9, 42	78/661296	2005-06-29	3720084	2009-12-01	Registered

Note: Class 9 is for goods, Class 42 is for Services