

## 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
CRITICAL PATH, INC.		11/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2863526	LASZLO	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	VLP Law Group LLP		
Address Line 2:	235 Victoria Drive		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB-CRITICAL PATH-TM		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
Signature:	/dsb1068/		

Date:

11/09/2012

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 5, 2010 by and between SILICON VALLEY BANK ("Bank") and CRITICAL PATH, INC. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

[Signature page follows.]



EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
INJOIN META-DIRECTORY (META CONNECT)	TXU001100525	05/06/2003

EXHIBIT B

Patents

<b>Jurisdiction</b>	<b>Title</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>
US	SELECTIVELY COMMUNICATING DIGITAL CONTENT	11/352,429	02/10/2006
France	Method and System for Providing an Interleaved Backup	01984949.6 25 Oct 2001	1402366 28 Dec 2005
Germany	Method and System for Providing an Interleaved Backup	01984949.6 25 Oct 2001	DE60116392T2 28 Dec 2005
UK	Method and System for Providing an Interleaved Backup	01984949.6 25 Oct 2001	1402366 28 Dec 2005
8001.NL01	Method and System for Providing an Interleaved Backup	01984949.6 25 Oct 2001	1402366 28 Dec 2005
US	Method and System for Providing an Interleaved Backup	09/697,893 26 Oct 2000	6,691,212 10 Feb 2004
US	Method and System for Providing an Interleaved Backup	10/678,455 3 Oct 2003	7,203,805 10 Apr 2007
EPO	METHOD AND SYSTEM FOR PROVIDING AN INTERLEAVED BACKUP	01984949.6 25 Oct 2001	1402366 28 Dec 2005
US	Dual-Frame User Interface on Generic Client Software	09/823,425 30 Mar 2001	7,447,742 4 Nov 2008
Finland	Fast Path Message Transfer Agent	02804952.6 11 Dec 2002	1454239 16 May 2007
France	Fast Path Message Transfer Agent	02804952.6 11 Dec 2002	1454239 16 May 2007
Germany	Fast Path Message Transfer Agent	02804952.6 11 Dec 2002	1454239 16 May 2007
Netherlands	Fast Path Message Transfer Agent	02804952.6 11 Dec 2002	1454239 16 May 2007
Taiwan	Fast Path Message Transfer Agent	91135332 1239174	05 Dec 2002 01 Sep 2005
UK	Fast Path Message Transfer Agent	02804952.6 11 Dec 2002	1454239 16 May 2007
US	Fast Path Message Transfer Agent	10/022,325	7,487,212

		14 Dec 2001	3 Feb 2009
EPO	Fast Path Message Transfer Agent	02804952.6 11 Dec 2002	1454239 16 May 2007
US	Fast Path Message Transfer Agent	12/344,123 24 Dec 2008	Application Pending
US	Fast Path Message Transfer Agent	12/365,111 3 Feb 2009	Application Pending
France	Method and System for Providing Image Incremental and Disaster Recovery	03706674.3 29 Jan 2003	1470485 19 Apr 2006
Germany	Method and System for Providing Image Incremental and Disaster Recovery	03706674.3 29 Jan 2003	1470485 19 Apr 2006
Netherlands	Method and System for Providing Image Incremental and Disaster Recovery	03706674.3 29 Jan 2003	1470485 19 Apr 2006
Taiwan	Method and System for Providing Image Incremental and Disaster Recovery	091135603 09 Dec 2002	I25114111 Mar 2006
UK	Method and System for Providing Image Incremental and Disaster Recovery	03706674.3 29 Jan 2003	1470485 19 Apr 2006
US	Method and System for Providing Image Incremental and Disaster Recovery	10/066,109 31 Jan 2002	7,310,654 18 Dec 2007
EPO	Method and System for Providing Direct Access Recovery Using Seekable Tape Device	03700952.9 28 Jan 2003	Application Pending
Taiwan	Method and System for Providing Direct Access Recovery Using Seekable Tape Device	91135602 09 Dec 2002	199739 30 Jul 2004
US	Method and System for Providing Direct Access Recovery Using Seekable Tape Device	10/062,880 31 Jan 2002	6,684,308 27 Jan 2004
US	Dense Allocation for Data Storage	10/162,816 04 Jun 2002	7,203,939 10 Apr 2007
US	Method for Mailbox Migration	10/846,619 14 May 2004	7,587,455 8 Sept 2009
US	Method for Mailbox Migration	12/534,098 31 July 2009	Application Pending
Japan	Fast File Attribute Search	2007-103835 11 Apr 2007	Application Pending
US	Fast File Attribute Search	11/279,855	Application Pending

		14 Apr 2006	
US	Locating Persistent Objects in a Network of Servers	11/675,606 15 Feb 2007	Application Pending
7,752,256	PRESENTATION SERVER	03/05/2002	
6,957,392	INTERFACE ENGINE PROVIDING A CONTINUOUS USER INTERFACE	03/05/2002	
7,954,066	INTERFACE ENGINE PROVIDING A CONTINUOUS USER INTERFACE	07/08/2005	
7,275,105	ENABLING ONLINE AND OFFLINE OPERATION	03/25/2002	
7,526,561	ENABLING ONLINE AND OFFLINE OPERATION	12/08/2006	
7,680,941	ENABLING ONLINE AND OFFLINE OPERATION	12/08/2006	
60/349,671	INTERACTIVE SYSTEM	01/16/2002	
PCT/US03/00992	ENABLING ONLINE AND OFFLINE OPERATION	01/13/2003	
PCT/US03/00835	PRESENTATION SERVER	01/13/2003	
PCT/US03/00905	INTERFACE ENGINE PROVIDING A CONTINUOUS USER INTERFACE	01/13/2003	
7,873,668	APPLICATION DATA BINDING	08/15/2003	
7,340,724	EVALUATING EXPRESSIONS IN A SOFTWARE ENVIRONMENT	08/15/2003	
7,584,462	SYSTEM FOR OPTIMIZING APPLICATION START-UP	11/24/2003	
7,370,284	USER INTERFACE FOR DISPLAYING MULTIPLE APPLICATIONS	11/18/2003	
04811274.2(EP)	USER INTERFACE FOR DISPLAYING MULTIPLE APPLICATIONS	11/17/2004	
2006-541338 (JP)	USER INTERFACE FOR DISPLAYING MULTIPLE APPLICATIONS	11/17/2004	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application 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
APPLINK	008321961	03/26/2010
THE WORLD IS MOBILE	007457922	07/13/2010
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
LASZLO	2863526	07/13/2004

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE