

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTHERINBOX, INC.		02/22/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3964736	DEFENDER	
Serial Number:	85003747	AUTOMATIC ORGANIZER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F143670		
NAME OF SUBMITTER:	Laura A. Kenerson		
Signature:	/Laura A. Kenerson/		

OP \$65.00 3964736

TRADEMARK

Date:

02/26/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 22, 2013 by and between (i) **SILICON VALLEY BANK** ("**Bank**") and (ii) **OTHERINBOX, INC.**, a Delaware corporation (the "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "**Loans**") to **RETURN PATH, INC.**, a Delaware corporation with offices located at 304 Park Avenue South, 7th Floor, New York, New York 10010-4301 (the "**Borrower**"), in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Borrower dated as of the date hereof. Grantor has agreed to guaranty the Loans and all Obligations of Borrower owed to Bank pursuant to, among other documents, a certain Guaranty (the "**Guaranty**") and a certain Security Agreement (the "**Security Agreement**"), each dated as of the date hereof, by and between Grantor and Bank. Borrower is an affiliate of Grantor, and Grantor will obtain substantial benefit from the Loans made to Borrower. Bank is willing to make the Loans to Borrower, 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 Guaranty and the Security Agreement.

B. Pursuant to the terms of the Security 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 (as defined in the Security Agreement).

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 Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty and the Security 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:

1. 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**");

2. 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;

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

4. 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**”);

5. 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**”);

6. 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**”);

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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.]

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:

OtherInbox, Inc.
c/o Return Path, Inc.
304 Park Avenue South, 7th Floor
New York, New York 10010
Attn: Mr. Jack Sinclair
Fax: 646-367-3999
Email: jack.sinclair@returnpath.net

with a copy to: Finn Dixon & Herling LLP
177 Broad Street
Stamford, Connecticut 06901
Attn: David I. Albin, Esquire
Fax: (203) 325-5001
Email: daibin@fdh.com

OTHERINBOX, INC.

By: John T. Sinclair
Name: John T. Sinclair
Title: Treasurer

BANK:

Address of Bank:

Silicon Valley Bank
535 Fifth Avenue, 27th Floor
New York, New York 10017
Attn: Ms. Claudia Canales
Fax: (212) 688-5994
Email: ccanales@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

TRADEMARK

REEL: 004970 FRAME: 0621

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GRANTOR:

Address of Grantor:

OTHERINBOX, INC.

OtherInbox, Inc.
c/o Return Path, Inc.
304 Park Avenue South, 7th Floor
New York, New York 10010
Attn: Mr. Jack Sinclair
Fax: 646-367-3999
Email: jack.sinclair@returnpath.net

By: _____
Name: _____
Title: _____

with a copy to: Finn Dixon & Herling LLP
177 Broad Street
Stamford, Connecticut 06901
Attn: David I. Albin, Esquire
Fax: (203) 325-5001
Email: dalbin@fdh.com

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
535 Fifth Avenue, 27th Floor
New York, New York 10017
Attn: Ms. Claudia Canales
Fax: (212) 688-5994
Email: ccanales@svb.com

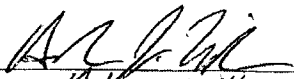
By: 
Name: Adam Milkson
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEFENDER	3,964,736/ 85-003745	May 24, 2011/ March 31, 2010
AUTOMATIC ORGANIZER - Abandoned	85-003747	Abandoned February 27, 2012/ Filed March 31, 2010

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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