

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARSH INC.		04/15/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bridge Bank, National Association		
Street Address:	55 Almaden Blvd.		
Internal Address:	Ste 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	a Federally Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3650983	SMARSH	
Registration Number:	3615530	FINANCIAL VISIONS	
Registration Number:	3362179	VIRTUAL COMPLIANCE OFFICER	
Registration Number:	3359095	S SMARSH FINANCIAL TECHNOLOGY SOLUTIONS	
Registration Number:	3359094	SMARSH	
CORRESPONDENCE DATA			
Fax Number:	2136305601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-891-5739		
Email:	wwolff@buchalter.com		
Correspondent Name:	William Wolff		
Address Line 1:	c/o Buchalter Nemer 1000 Wilshire Blvd.		
Address Line 2:	Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	William Wolff		
SIGNATURE:	/William Wolff/		
DATE SIGNED:	04/18/2014		
Total Attachments: 8			

CH \$140.00 3650983

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 15, 2014, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SMARSH INC., a New York corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of April 15, 2014 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, 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 Financing Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

SMARSH INC.,
a New York corporation


By: Barbara Chiapuzio
Name: Barbara Chiapuzio
Title: Chief Financial Officer

Address for Notices:

Smarsh Inc.
921 SW Washington Street, Suite 540
Portland, OR 97205
Email: bchiapuzio@smarsh.com
Fax: 971.998.9967
Attn: Barbara Chiapuzio

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: Diana Mattson
Title: Assistant Vice President

Address for Notices:

Attn: Lee Shodiss
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax:(408) 423-8510

[INTELLECTUAL PROPERTY SECURITY AGREEMENT - SMARSH]

Exhibit A

Copyrights

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date: (YR)</u>	<u>Preregistered?</u>
	Bloomberg Archiver		TX0007289530	2010	
	Bloomberg Archiver		TXu001355722	2007	
	CD Batch Job		TX0007289539	2010	
	CE Batch Job		TXu001355721	2007	
	Custom CD Batch Job		TXu001355813	2007	
	Custom CD Job		TX0007289538	2010	
	Email archive		TXu001355723	2007	
	Email Archiver		TX0007289540	2010	
	Email Attachment Indexer		TX0007289564	2010	
	Email attachment indexer		TXu001355718	2007	
	Email parser		TXu001356893	2007	
	Email Prober		TX0007289558	2010	
	Email prober		TXu001356894	2007	
	Email Report		TX0007289557	2010	
	Email report		TXu001355724	2007	
	Error Log Email Alert		TX0007289563	2010	
	Hosted Email List Report		TX0007289572	2010	
	IM Archiver		TX0007289547	2010	
	IM archiver		TXu001355720	2007	
	IM Archiver Custom		TX0007289544	2010	
	Omni Archiver		TX0007289543	2010	
	Selective Journaling		TX0007289546	2010	
	Selective Journaling		TXu001355719	2007	
	Smarsh.com Web		TX0007289553	2010	

	Application				
	Smarsh.com web application		TX0006609225	2002	
	SmarshDLP		TX0007289573	2010	
	SmarshEncrypt Notifer		TX0007289550	2010	
	VCO Scanner		TX0007289555	2010	
	VCO scanner		TXu001354334	2007	
	Web Ticket Archiver		TX0007289568	2010	
	Web ticket email archiver		TXu001358164	2007	

Exhibit B

Trademarks

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
SMARSH	77640869	3650983		12/29/2008
FINANCIAL VISIONS	77579121	3615530		09/25/2008
VIRTUAL COMPLIANCE OFFICER	77191995	3362179		05/29/2007
S SMARSH FINANCIAL TECHNOLOGY SOLUTIONS	77153294	3359095		04/10/2007
SMARSH	77153283	3359094		04/10/2007

