

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strongview Systems, Inc.		12/02/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
Internal Address:	Attn: Chief Legal Officer, Steve Kuo, and Tony Pandjiris		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3664777	? THE EMAIL ADVISOR LLC	
Serial Number:	86296011	INTERACTIONSTORE	
Registration Number:	3478982	MESSAGE STUDIO	
Registration Number:	3594422	POPULARMEDIA	
Registration Number:	4610675	PRESENT TENSE MARKETING	
Registration Number:	3258172		
Registration Number:	3905630	SOCIAL DIRECT	
Registration Number:	3586899	SOCIALNOTES	
Registration Number:	2914711	STRONGMAIL	
Registration Number:	2965565	STRONGMAIL	
Registration Number:	3478983	STRONGSTART	
Registration Number:	4606423	STRONGVIEW	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
TRADEMARK			

OP \$315.00 3664777

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 054809-0005

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 12/16/2014

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of December 2, 2014, is made by STRONGVIEW SYSTEMS, INC., a Delaware corporation, and each of its subsidiaries signatory hereto (individually and collectively, the “Grantor”), in favor of HERCULES TECHNOLOGY GROWTH CAPITAL, INC. (“Agent”) in its capacity as agent for the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto from time to time (the “Lenders”) and Agent, in its capacity as agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different

parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

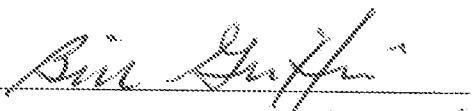
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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:


STRONGVIEW SYSTEMS, INC., a
Delaware corporation


By: WILLIAM GRIFFIN
Title: Chief Financial Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

AGENT:

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC., a Maryland corporation



By: Ben Baug

Title: Associate General Counsel

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005420 FRAME: 0098

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

PATENT FAMILY NUMBER I: E-MAIL USING QUEUES IN NON-PERSISTENT MEMORY

INVENTORS: Frank Addante and Tim McQuillen

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / PATENT NO	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
01 1653-5003-US	10/777,336	2/11/04	UNITED STATES	Issued as United States Patent No. 7,720,911 on May 18, 2010	Maintain / Granted patent
01 1653-5003-CA	2,516,502	2/11/04	CANADA	Pending	Maintain / corresponding U.S. case allowed
01 1653-5003-JP	2006-503565	8/18/05	JAPAN	Abandoned	Abandoned
011653-5003-EP	EP1599805	9/9/05	EUROPE / ORIGINAL	Issued	Maintain / Granted patent
01 1653-5003-FR	“	“	FRANCE	Issued	Maintain / Granted patent
01 1653-5003-DE	602004025451.7	“	GERMANY	Issued	Maintain / Granted patent
01 1653-5003-IE	1599805	“	IRELAND	Issued	Maintain / Granted patent
01 1653-5003-GB	“	“	GREAT BRITAIN	Issued	Maintain / Granted patent
011653-5003-EP-01	EP1715641	6/23/06	EUROPE / DIVISIONAL 1	Issued	Maintain / Granted patent
01 1653-5003-FR-01	“	“	FRANCE	Issued	Maintain / Granted patent
01 1653-5003-DE-01	602004022714.5	“	GERMANY	Issued	Maintain / Granted patent
01 1653-5003-IE-01	1715641	“	IRELAND	Issued	Maintain / Granted patent
01 1653-5003-GB-01	“	“	GREAT BRITAIN	Issued	Maintain / Granted patent
01 1653-5003-EP-02	06013040.8-2416	6/23/06	EUROPE / DIVISIONAL 2	Abandoned	Abandoned
011653-5003-EP-03	06013039.0-2416	“	EUROPE / DIVISIONAL 3	Abandoned	Abandoned
01 1653-5003-WO	PCT/US04/04305	2/11/04	PCT	Closed	Closed
011653-5003-PR	60/449,301	2/20/03	US / PROVISIONAL	Expired	Expired

**PATENT FAMILY NUMBER II: EMAIL DELIVERY SYSTEM USING METADATA ON EMAILS TO
MANAGE VIRTUAL STORAGE**

INVENTORS: Frank Addante, Tim McQuillen, and Junior Shaitan

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / PATENT NO	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
01 1653-5001-US	10/857,60 1	5/27/04	UNITED STATES	Issued as U.S. Patent No. 7,698,369 on April 13, 2010.	Maintain / Granted patent
011653-5001-US-01	12/758,732	04/12/10	UNITED STATES	Issued as U.S. Patent No. 8,402,100 on March 19, 2013	Maintain / Granted Patent
01 1653-5001-US-02	13/846,867	03/18/13	UNITED STATES	Pending; NoA; Issue Fee Due	Maintain / Application includes all subject matter of both Families I and II
011653-5001-EP	05755938.7	12/20/06	EUROPE	Granted 9/3/14 Patent	Case has been allowed: payment of grant fees, perfecting in 3-5 European countries and filing of divisional application
011653-5001-EP01	14179487.5	08/01/14	EUROPE - DIVISIONAL	Pending	
01 1653-5001-CA	2,568,127	11/24/06	CANADA	Patent 2,568,127 Granted 7/22/14	Maintain / Should be inexpensive to obtain patent in Canada because corresponding U.S. case is allowed
01 1653-5001-CN	200580025313.1	1/26/07	CHINA	Abandoned	Abandoned
01 1653-5001-WO	PCT/US05/19223	5/26/05	PCT	Closed	Closed

**PATENT FAMILY NUMBER III: SYSTEMS AND METHODS FOR COMMUNICATING LOGIC
IN E-MAIL MESSAGES
INVENTOR: Frank Addante**

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
01 1653-5002-US	11/339,906	1/25/06	UNITED STATES	Issued as United Patent No. 8,316,090 on November 20, 2012	Maintain / Granted patent
011653-5002-US01	13/681,411	11/19/12	UNITED STATES	Pending	Maintain / Keep family pending
01 1653-5002-EP	07762556.4	8/25/08	EUROPE	Abandoned	Abandoned
01 1653-5002-WO	PCT/US07/01969	1/24/07	PCT	Closed	Closed

**PATENT FAMILY NUMBER IV: SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION
CONTROL**

INVENTORS: Tim McQuillen and Tulsi R. Mayala

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
011653-5004-US	11/975,884	10/22/07	SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL	Issued as U.S. Patent No. 7,698,462 on April 13, 2010	Maintain / Granted Patent
011653-5004-US-01	12/758,797	4/12/10	SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL	Issued as U.S. Patent No. 8,171,159 on May 1, 2012	Maintain / Granted Patent
011653-5004-US-02	13/460,698	4/30/12	SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL	Issued as U.S. Patent No. 8,386,638 on Feb. 26, 2013	Maintain / Granted Patent
011653-5004-US-03	13/767,858	2/14/13	SYSTEMS AND METHODS FOR ADAPTIVE COMMUNICATION CONTROL USING A PROFILE	Pending	Maintain / Keep family pending

PATENT FAMILY NUMBER V: RELEVANCE ENGINE FOR OPTIMIZING A CAMPAIGN
INVENTOR: Shekhar Yadav

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
011653-5005-US	12/415,832	3/31/09	SYSTEMS AND METHODS FOR OPTIMIZING A CAMPAIGN	Pending	Maintain / Keep family pending

PATENT FAMILY NUMBER VI: VIRAL MARKETING EFFORTS
INVENTORS: Ryan Michael Koonce; James Newton Calboun JR.; David Allen Bell; Sage Bray

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
011653-5006-US	11/900,589	9/12/07 ¹	SYSTEMS AND METHODS FOR OPTIMIZATION OF VIRAL MARKETING EFFORTS	Issued as United States Patent No. 8,140,376 on March 20, 2012	Maintain / Granted patent
011653-5006-US-01	13/424,302	3/19/12	SYSTEM AND METHOD FOR IDENTIFYING OFFERED INCENTIVES THAT WILL ACHIEVE AN OBJECTIVE	Issued as United States Patent No. 8,417,558 ON April 9, 2013	Maintain / Granted patent
011653-5006-US-02	13/858,772	4/8/13	SYSTEM AND METHOD FOR OPTIMIZATION OF VIRAL MARKETING EFFORTS	Pending – awaiting office action	Maintain / Granted patent

¹ Claims priority to two provisional applications with earliest priority date of 9/12/06

PATENT FAMILY NUMBER VII: INFLUENCER IDENTIFICATION

INVENTORS: Robert S. Tekiela, Ashish G. Desai; David A. Bell

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
011653-5007-US	12/648,180	12/28/09	SYSTEMS AND METHODS FOR INFLUENCING MARKETING CAMPAIGNS	Pending	Maintain / Keep family pending

PATENT FAMILY NUMBER VIII: SYSTEMS AND METHODS FOR LIFE CYCLE MARKETING

INVENTOR: Tulsi Ram Mayala and Shriram Vishwanathan

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
011653-5008-US	13/705,135	12/4/12	SYSTEMS AND METHODS FOR PATH OPTIMIZATION IN A MESSAGE CAMPAIGN	Pending	Maps to StrongMail's Lifestyle Marketing product

PATENT FAMILY NUMBER IX: SYSTEMS AND METHODS FOR MESSAGE PERSONALIZATION

INVENTORS: Tulsi Ram Mayala and Shriram Vishwanathan

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
011653-5009-US	13/451,458	4/9/12	SYSTEMS AND METHODS FOR MESSAGE PERSONALIZATION	Pending / Allowed	Maintain / Keep family pending

PATENT FAMILY NUMBER X: SYSTEM AND METHOD FOR MESSAGE CAMPAIGN DATA

INVENTORS: Jeremy Sterns and Tulsi Ram Mayala

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
011653-5010-PR	61/888,977	10/9/13	SYSTEM AND METHOD FOR MESSAGE CAMPAIGN DATA	Pending / Conversion Due 10/9/14	Maintain / Keep family pending

PATENT FAMILY NUMBER XI: OPEN CHANNEL APPLICATION PROGRAMMING INTERFACE

INVENTORS: Jeremy Sterns and Tulsi Ram Mayala

ATTORNEY REFERENCE NUMBER	APPLICATION NO. / OFFICIAL FILING NUMBER	FILED	COUNTRY	STATUS	RECOMMENDATION / REASON
011653-5016-PR	62/010,331	06/10/14	OPEN CHANNEL APPLICATION PROGRAMMING INTERFACE	Pending / Conversion Due 06/10/15	Maintain / Keep family pending

EXHIBIT C

Trademarks

Trademark List

Trademark	Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
? THE EMAIL ADVISOR LLC and Design	United States of America	Registered 35 Int.	77501310 17-Jun-2008	3664777 04-Aug-2009
INTERACTION STORE	United States of America	Published 42 Int.	86296011 30-May-2014	
MESSAGE STUDIO	Canada	Pending NC No Class	1699470 23-Oct-2014	
MESSAGE STUDIO	European Community	Pending 09 Int.	A0045892 22-Oct-2014	
MESSAGE STUDIO	Int'l Registration - Madrid Protocol Only	Pending 09 Int.	A0045892 22-Oct-2014	
MESSAGE STUDIO	United States of America	Registered 09 Int.	77195537 01-Jun-2007	3478982 05-Aug-2008
MML	United States of America	Allowed 09 Int., 42 Int.	85932135 14-May-2013	
POPULARMEDIA	United States of America	Registered 35 Int., 42 Int.	77539774 05-Aug-2008	3594422 24-Mar-2009
PRESENT TENSE MARKETING	United States of America	Registered 35 Int.	85922076 02-May-2013	4610675 23-Sep-2014
S Path (logo)	United States of America	Registered 09 Int., 42 Int.	78879753 09-May-2006	3258172 03-Jul-2007
SOCIAL DIRECT	United States of America	Registered 35 Int., 42 Int.	77917240 21-Jan-2010	3905630 11-Jan-2011
SOCIALNOTES	United States of America	Registered	77539776	3586899

Trademark List

<u>Trademark</u>	<u>Country Name</u>	<u>Status Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>
STRONGMAIL	Australia	Registered 09 Int.	1365633 08-Jun-2010	1365633 17-Jan-2011
STRONGMAIL	European Community	Renewed 09 Int., 38 Int., 42 Int.	3917747 09-Jul-2004	3917747 25-Nov-2005
STRONGMAIL	Int'l Registration - Madrid Protocol Only	Renewed 09 Int.	830867 08-Jul-2004	830867 08-Jul-2004
STRONGMAIL	Japan	Protected 09 Int.	830867 08-Jul-2004	830867 08-Jul-2004
STRONGMAIL	United States of America	Renewed 09 Int.	78349777 09-Jan-2004	2914711 28-Dec-2004
STRONGMAIL	United States of America	Renewed 42 Int.	76480335 06-Jan-2003	2965565 12-Jul-2005
STRONGSTART	United States of America	Registered 37 Int., 42 Int.	77195544 01-Jun-2007	3478983 05-Aug-2008
STRONGVIEW	Australia	Protected 09 Int., 35 Int., 42 Int.	A0038557 09-Oct-2013	1188636 09-Oct-2013
STRONGVIEW	European Community	Pending 09 Int., 35 Int., 42 Int.	A0038557 09-Oct-2013	
STRONGVIEW	Int'l Registration - Madrid Protocol Only	Registered 09 Int., 35 Int., 42 Int.	A0038557 09-Oct-2013	1188636 09-Oct-2013
STRONGVIEW	Japan	Protected 09 Int., 35 Int., 42 Int.	A0038557 09-Oct-2013	1188636 09-Oct-2013
STRONGVIEW	United States of America	Registered 09 Int., 35 Int., 42 Int.	85899486 09-Apr-2013	4606423 16-Sep-2014

EXHIBIT D

Mask Works

None.