

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Message Systems, Inc.		01/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES TECHNOLOGY GROWTH CAPITAL, INC., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4519460	ADAPTIVE DELIVERY	
Registration Number:	4189319	MESSAGE SCOPE	
Registration Number:	4656437	MOMENTUM	
Registration Number:	3931674	M MESSAGE SYSTEMS	
Registration Number:	3804420	M	
Registration Number:	2886164	MULTIVIP	
Serial Number:	86442994	SPARKPOST	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	305866-1019 MESSAGE SYS		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		

CH \$190.00 4519460

DATE SIGNED:	01/31/2015
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 30, 2015 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent for itself and Lender (as defined below) (in such capacity, "Agent"), and MESSAGE SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several banks and other financial institutions or entities from time to time parties thereto (collectively, referred to as "Lender"), Agent and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein, but not otherwise defined herein, are used as defined in the Loan Agreement.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 and all other agreements now existing or hereafter arising among Lender, Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations, Grantor grants and pledges to Agent for the benefit of Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, respectively), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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

Grantor represents and warrants that Exhibits A, B, and C attached hereto together 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.

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.

Address of Grantor:

9130 Guilford Road
Columbia, MD 21046
Attention: Mark Salloom
Chief Financial Officer

GRANTOR:

MESSAGE SYSTEMS, INC.

By: 

Title: Chief Executive Officer

Name: Phillip Merrick

Address of Agent:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____

Ben Bang, Senior Counsel

[Signature Page to Intellectual Property Security Agreement]

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AGENT:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____

Ben Bang, Senior Counsel

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005450 FRAME: 0556

EXHIBIT A

Copyrights

TITLE	REGISTRATION NUMBER	REGISTRATION DATE
MTA Version 2.2	TXu 1-611-215	8/14/09
www.messagesystems.com website	TX 7-430-944	11/29/10 *New applications to be filed annually, or when significant changes are made to the website.
Adaptive Delivery 3.0	TX 7-356-293	1/6/11
Momentum 3.0	TX 7-358-286	1/10/11
Message Central 3.1	TX 7-357-344	1/12/11
Momentum Mobility 2.0.2	TX-7-410-611	6/23/11
Momentum Mobility 2.1.0	TX 7-410-614	6/23/11
Message Central 3.3.1	TX 7-410-623	6/23/11
Message Central 3.4.0	TX 7-410-626	6/23/11
Momentum 3.2.1	TX 7-410-629	6/23/11
Adaptive Delivery 3.2.1	TX 7-410-632	6/23/11
Message Scope 1.1	TX 7-410-606	6/24/11
Momentum for Sending/Receiving 3.3.1	TX 7-460-197	10/14/11
Message Central 3.5.1	TX 7-461-114	10/19/11
Message Central 3.6.2.33896	TX0007596484	9/11/12
Message Central 3.7.0.35861	TX0007596501	9/11/12
Momentum 3.4.2.33894	TX0007596461	9/11/12
Momentum 3.5.0.35861	TX0007596491	9/11/12
Mobile Momentum 3.4.2.33894	TX0007596487	9/11/12
Mobile Momentum 3.5.0.35861	TX0007596485	9/11/12
Message Central 3.7.1.37854	TX 7-656-086	1/15/13

Momentum 3.5.1.37854	TX 7-656-199	1/15/13
Mobile Momentum 3.5.1.37854	TX 7-656-950	1/15/13
Message Scope 1.2.2.1121	TX 7-660-482	1/22/13
Momentum 3.6.0.39694	TX 7-799-554	10/15/13
Momentum 4.0.0.43563	TX 7-931-469	6/23/14
Momentum 4.1.0.0.45551		Application filed 10/24/14



EXHIBIT B

Patents

TITLE	CLIENT OWNERSHIP INTEREST	STATUS	COUNTRY	SERIAL NUMBER
Method and System for Adaptive Delivery of Digital Messages	Assignee	Issued 7/15/14 First maintenance fee due between 7/15/17 and 1/17/18	U.S. Application No. 13079449	14032899/ 8782184

EXHIBIT C

Trademarks

Name	Date Filed	Status	Country	Serial Number
ADAPTIVE DELIVERY	6/6/13	Registered on 4/22/14 Sect. 8 Affidavits due between 4/22/19 and 4/22/20	United States Patent and Trademark Office	85952718/ 4519460
MESSAGE SCOPE	8/16/11	Registered on 8/14/12 Sect. 8/15 Affidavits due between 8/14/17 and 8/14/18	United States Patent and Trademark Office	85398686/ 4189319
MOMENTUM	4/21/09	Opposition No. 91206194 with CGI Federal has been terminated, Mark registered on 12/16/2014 Sect. 8/15 Affidavits due between 12/16/19 and 12/16/20	United States Patent and Trademark Office	77718258/ 4656437
	4/7/09	Registered on March 15, 2011 Sect. 8/15 Affidavits due between March 15, 2016 and March 15, 2017	United States Patent and Trademark Office	77708524/ 3931674
	4/7/09	Registered on June 15, 2010 Sect. 8/15 Affidavits due between June 15, 2015 and June 15, 2016	United States Patent and Trademark Office	77708491/ 3804420
MULTIVIP	10/24/03	Registered on September 21, 2004, renewed September 10, 2014	United States Patent and Trademark Office	76554875/ 2886164

		Sect. 8/9 Affidavits due between September 21, 2023 and September 21, 2024		
SPARKPOST	11/3/2014	Recently filed, not yet assigned to an Examining Attorney	United States Patent and Trademark Office	86442994
SPARKPOST	12/1/14, claiming priority from the 11/3/14 SPARKPOST application in the US	The USPTO has certified the application and forwarded it to the International Bureau for review	European Union, application filed under the Madrid Protocol	USPTO Reference No. A0046704