

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RETURN PATH, INC.		02/07/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3852881	OTHERINBOX	
Registration Number:	2922005	RETURN PATH	
Registration Number:	5220665	RP RETURN PATH	
Serial Number:	87660844	WE KNOW EMAIL	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE/CCD		
DATE SIGNED:	02/08/2018		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of February 7, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), by and between, **PACIFIC WESTERN BANK** ("**Bank**") and **RETURN PATH, INC.**, a Delaware corporation ("**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 Loan and Security Agreement, by and among, Bank, Grantor and the other borrowers named therein dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure all of the Obligations.

C. 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 all of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of the Obligations, 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 (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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 (collectively, "**Intellectual Property Collateral**"). Notwithstanding the foregoing, in no event shall the Intellectual Property Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is filed, at which time such trademark shall automatically become part of the Intellectual Property Collateral and subject to the security interest pledged.

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 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 Bank of any one or more of the rights, powers or remedies provided for in this 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable as of the date hereof.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

RETURN PATH, INC.

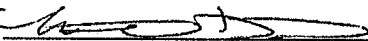
By _____
Name _____
Title _____

Address of Grantor:

3 Park Avenue South, 41st Floor
New York, New York 10016

Bank:

PACIFIC WESTERN BANK

By 
Name Mykas Degeys
Title VP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
Sign me UP! A Marketer's Guide to Creating Email Newsletters That Build Relationships and Boost Sales	Copyright Serial # -TXu1-211-945	December 15, 2004

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date (Date Issued)
Methods, System, And Computer Readable Media For Monitoring Deliverability Of Electronic Mail Based On Subscriber And Seed Deliverability Data	Reg. No. 8,719,356	May 6, 2014
Electronic Message Delivery With Estimation Approaches And Complaint, Bond, And Statistics Panels	Reg. No. 7,970,832	June 28, 2011
Method Of Electronic Message Delivery With Penalties For Unsolicited Messages	Reg. No. 7,293,065	November 6, 2007
System And Method For Re-Routing E-Mail Messages	Reg. No. 6,892,222	May 10, 2005
System And Method For Re-Routing E-Mail Messages	Reg. No. 6,438,583	August 20, 2002

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
OTHERINBOX	3,852,881	September 28, 2010
RETURN PATH	2,922,005	February 1, 2005
RETURN PATH	5,220,665	June 13, 2017
WE KNOW EMAIL (Application)	87/660,844	October 26, 2017