

10-03-2001

FORM PTO-1595

1-31-92

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REC



101863385

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: **Please record the attached** original documents or copy thereof.

1. Name of conveying party(ies):
PrivateExpress.com, Inc.

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**

Internal Address: HA155

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other ****Correction to Filing. Should be recorded as a security agreement, not an assignment. Fee already paid.****

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Execution Date: 09/26/01

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

782698	547/99	199902751	88005988
1009293	545/99	337/99	88005986
001046093	383,135	338/99	75/571,760
291/1999	383,136	336/99	75/571,761
292/1999	383,134	2388/1999	75/571,762
4256/1999	546/99	88005987	

B. Trademark No.(s)

303703
303702
303704

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and trademark involved: 26

7. Total fee (37 CFR 3.41): (Fee is already paid)

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

09/26/01
Date

Total number of pages comprising cover sheet:

OMB No 0651 -0011 (exp 4/94)

TRADEMARK
REEL: 002376 FRAME: 0711

07-10-2001

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MRD 3/7/01



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Attached original documents or copy thereof.

To the Honorable Commissioner of Pa

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PrivateExpress.com, Inc.

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: HA155

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Execution Date: 01/11/00

Additional name(s) & address(es) attached? Yes No

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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maribel Arteaga
Name of Person Signing

Signature

06/25/01
Date

Total number of pages comprising cover sheet:

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3/7/00

04-05-2000

FORM PTO-
1-31-92

REC



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101305581

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): PrivateExpress.com, Inc.		2. Name and address of receiving party(ies): Name: Silicon Valley Bank	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association		Internal Address: Loan Documentation HG150	
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership		Street Address: 3003 Tasman Drive	
<input checked="" type="checkbox"/> Corporation-State		City: Santa Clara State: Ca ZIP: 95054	
<input type="checkbox"/> Other		<input type="checkbox"/> Individual(s) Citizenship _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association _____	
3. Nature of conveyance:		<input type="checkbox"/> General Partnership _____	
<input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger		<input type="checkbox"/> Limited Partnership _____	
<input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name		<input checked="" type="checkbox"/> Corporation-State _____	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____	
Execution Date: 2/28/00		If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) 782698 547/99 199902751 88005988	B. Trademark Registration No.(s) 303703
1009293 545/99 337/99 88005986	303702
001046093 546/99 338/99 75/571,760	303704
291/1999 383,135 336/99 75/571,761	
292/1999 383,136 2388/1999 75/571,762	
4256/1999 383,134 88005987	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

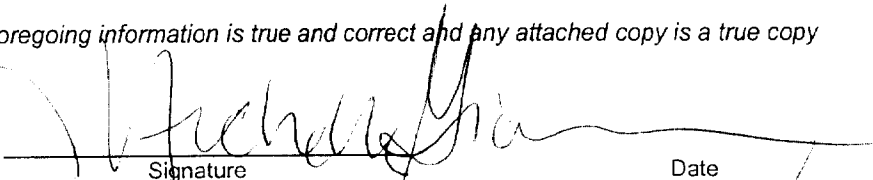
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150		6. Total number of applications and registrations involved: 26	
Street Address: 3003 Tasman Dr.		7. Total fee (37 CFR 3.41): \$ 665.00 <input checked="" type="checkbox"/> Enclosed	
City: Santa Clara State: Ca ZIP: 95054		<input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	

DO NOT USE THIS SPACE

04/05/2000 DNGUYEN 00000043 782698

01 FC:481 40.00 DP
02 FC:482 625.00 DP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing: _____ Signature:  Date: **2/29/00**

Total number of pages comprising cover sheet: 1

OMB No 0651-0011 (exp 4/94)

TRADEMARK
REEL: 002376 FRAME: 0713

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 11, 2000 by and between SILICON VALLEY BANK ("Bank") and PrivateExpress.com ("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 between Bank and Grantor dated January 11, 2000 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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 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 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.

IN WITNESS WHEREOF, the parties have cause 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:

3190 Clearview Way, Suite 100
San Mateo, CA 94402

Attn: CFO


Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

PrivateExpress.com

By: 

Title: President & CEO

BANK:

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. Mark: PRIVATEEXPRESS Class 9 Goods: Computer Software for Electronic Messaging Country: New Zealand	Reg. # 303702	10/16/98
2. Mark: PRIVATE EXPRESS Class 38 Country: New Zealand	Reg. # 303703	10/16/98
3. Mark: PRIVATEEXPRESS Class 42 Country: New Zealand	Reg. # 303704	10/16/98

Private Express - By Mark

Report Date: 1/18/00

Page: 1

<u>Mark:</u>	<u>Country</u>	<u>PRIVATE EXPRESS</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
Australia		9, 38, 42	782698	1/11/99				Pending
Canada			1009293	3/17/99				Pending
European Union		9, 38, 42	001046093	1/19/99				Pending
Hong Kong		38	291/1999	1/12/99				Pending
Hong Kong		42	292/1999	1/12/99				Pending
Hong Kong		9	290/1999	1/12/99				Pending
Japan		9, 38, 42	4256/1999	1/20/99				Pending
Malaysia		38	547/99	1/14/99				Pending
Malaysia		42	545/99	1/14/99				Pending
Malaysia		9	546/99	1/14/99				Pending
Mexico		38	383,135	7/15/99				Pending
Mexico		42	383,136	7/15/99				Pending
Mexico		9	383,134	7/15/99				Pending
New Zealand		38	303703	1/11/99	303703	10/16/98		Pending
New Zealand		42	303,704	1/11/99		10/16/98		Pending
New Zealand		9	303702	1/11/99	303702	10/16/98		Pending
Norway		38, 42	199902751	3/17/99				Pending
Singapore		38	337/99	1/14/99				Pending
Singapore		42	338/99	1/14/99				Pending
Singapore		9	336/99	1/14/99				Pending
Switzerland		38, 42	2388/1999	3/17/99				Pending
Taiwan		38	88005987					Pending
Taiwan		42	88005988					Pending
Taiwan		9	88005986					Filed
United States		38		10/ 4/99				Pending
United States		38	75/571,760	10/16/98				Pending
United States		42	75/571,761	10/16/98				Filed
United States		42		10/ 4/99				Filed
United States		9	75/571,762	10/16/98				Pending

TRADEMARK

REEL: 002376 FRAME: 0717

RECORDED: 09/26/2001