

04-27-2007

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

4.24.07

1. Name of conveying party(ies):

CLOUDMARK, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing IV, Inc.

Internal Address:

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Maryland Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 4/11/07

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

A. Trademark Application No.(s) 76/562,609; 78/829,957 76/562,611; 76/536,501; 76/562,612; 78/829,987

B. Trademark Registration No.(s) 2,886,002; 2,992,940 3,023,461

Additional number(s) attached Yes No

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

Name: Russell D. Pollock, Esq.

Internal Address:

Street Address: Greene Radovsky Maloney & Share LLP Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41) \$ 225.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jeffrey T. Klugman Name of Person Signing

Signature

4/20/07 Date

Total number of pages including cover sheet, attachments, and document: 10

04/26/2007 DBYRNE 0000001A 76562609

Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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OFFICE OF PRIORITY RECORDS APR 21 PM 2:23 FINANCE SECTION

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 11, 2007, by and between CLOUDMARK, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("Secured Party").

### RECITALS

A. Pursuant to a Loan and Security Agreement and Supplement thereto, both dated as of April 27, 2006 (the "Loan Agreement" and the "Supplement," respectively) between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Pursuant to Section 4(b) of Part 2 of the Supplement, Grantor agreed to execute and deliver this Agreement upon the occurrence or non-occurrence of certain events and conditions described therein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants to Secured Party a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto, in the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, 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");

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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.

Notwithstanding the foregoing, the term "Collateral" as used in this Agreement shall not include any contracts, property rights or licenses to the extent that the grant of a security interest therein, or an assignment thereof, would be contrary to applicable law.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for exclusive or non-exclusive licenses or sublicenses granted by Grantor in the ordinary course of business consistent with industry practice;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses or sublicenses granted by Grantor in the ordinary course of business consistent with industry practice;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual

property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances, restrictions and Permitted Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party deems necessary or advisable solely (i) to modify Exhibits A, B and C, hereof, as appropriate, of this Agreement without first obtaining Grantor's approval of or signature to such modification to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) only after the occurrence and during the continuance of an Event of Default, subject to Section 6 of Part 2 of the Supplement, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

(c) Secured Party agrees that it shall release its Lien on the Collateral (as such term is defined herein) on the terms and conditions set forth in the Supplement and to execute and deliver, at Grantor's sole cost and expense, all documents and instruments necessary to effectuate such release.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur

of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments to Exhibits A, B, and C as permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*Remainder of this page intentionally left blank; signature page follows*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

128 King Street 2nd floor  
San Francisco, CA 94107

Attn: Chief Financial Officer

GRANTOR:

CLOUDMARK, INC.

By: MJ Williams

Name: Michael J Williams

Its: Chief Financial Officer

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131

Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING IV, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

CLOUDMARK, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Attn: Chief Financial Officer

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

By:  \_\_\_\_\_

Name: David Wanek

Its: Vice President

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None



EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
METHOD AND APPARATUS TO BLOCK SPAM BASED ON SPAM REPORTS FROM A COMMUNITY OF USERS	10/700,911	11/3/2003
A METHOD AND APPARATUS TO USE A STATISTICAL MODEL TO CLASSIFY ELECTRONIC COMMUNICATIONS	11/071,385	3/2/2005
METHOD AND APPARATUS TO USE A GENETIC ALGORITHM TO GENERATE AN IMPROVED STATISTICAL MODEL	11/071,408	3/2/2005
METHOD AND APPARATUS TO ENABLE MASS MESSAGE PUBLICATIONS TO REACH A CLIENT EQUIPPED WITH A FILTER	10/663,204	9/15/2003
METHODS AND APPARATUSES FOR CLASSIFYING ELECTRONIC DOCUMENTS	10/877,735	6/24/2004
METHOD AND APPARATUS TO SCREEN ELECTRONIC COMMUNICATIONS	10/799,860	3/12/2004
METHOD AND APPARATUS TO CLASSIFY ELECTRONIC COMMUNICATION	11/081,287	3/15/2005
METHODS AND APPARATUSES FOR DETERMINING AND DESIGNATING CLASSIFICATIONS OF ELECTRONIC DOCUMENTS	10/979,604	11/1/2004
SIGNATURE FOR EXECUTABLE CODE	11/366,171	3/1/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
CLOUDMARK	2,886,002 (registration number) 76/536,502 (serial number)	9/21/2004 8/11/2003
CLOUDMARK AUTHORITY	2,992,940 (registration number) 76/562,610 (serial number)	9/6/2005
SAFETYBAR	3,023,461 (registration number) 78/486,613 (serial number)	12/6/2005 9/20/2004
SPAM DNA	76/562,609	11/26/2003
SPAM GENE	76/562,611	11/26/2003
SPAMNET	76/536,501	8/11/2003
TRUST EVALUATION SYSTEM	76/562,612	11/26/2003
Umbrella Design Logo (color)	78/829,987	3/6/2006
Umbrella Design Logo	78/829,957	3/6/2006