

ASSIGNMENT OF INTELLECTUAL PROPERTY

SERVICE AND TRADEMARKS

This Assignment of Intellectual Property (hereafter, "Assignment") is made this March 30, 1998 by Reach Software Corporation, a Delaware corporation ("Seller"), having its principal place of business at 872 Hermosa Drive, Sunnyvale, CA 94086, to Responsys, Inc., a California corporation ("Buyer"), having its principal place of business at 872 Hermosa Drive, Sunnyvale, CA 94086.

RECITAL

Seller is the exclusive owner of all right, title to, and interest in those certain trademarks, trademark applications, service marks and service mark applications issued by (or pending before) by the United States Patent and Trademark Office, as set forth on Exhibit D(2)(a) hereto (hereafter, the "Trademarks").

2. Seller desires to transfer and assign all of its right, title to, and interest in the Trademarks to Buyer, and Buyer wishes to acquire the Trademarks.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement dated as of March 30, 1998, by and between Seller and Buyer and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer and convey to Buyer all of its right, title and interest in and to the Trademarks, identified on Exhibit D(2)(a) hereto, together with the goodwill of the business symbolized by said Trademarks, and the registrations and applications for registration thereof, as specified on Exhibit D(2)(a) hereto, together with any and all causes of action for infringement of the Trademarks.

Seller will do what ever is reasonably necessary for Buyer to fully secure its interest in and to the Trademarks and the registrations and the applications for registration thereof and to enforce its rights therein.

IN WITNESS WHEREOF, the duly authorized representative of Seller has executed this Assignment as of the date first written above.

REACH SOFTWARE CORPORATION

By: 

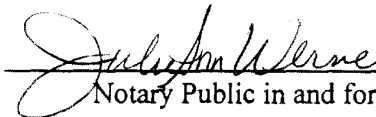
Name: John Bosch

Title: Director

STATE OF California)
) ss.
COUNTY OF Santa Clara)

On April 3, 1998, before me, personally came, John Bosch, proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said
County and State

[SEAL]



EXHIBIT D2(a)

SERVICE AND TRADEMARKS

Mark	Country	Reg. Num.	Priority Date	Issue Date	Title
	USA	75/066,895	03/04/96		CYBERFLOW
	USA	1,700,240	09/10/90	07/14/92	MAILMAN
	USA	1,836,637	06/21/93	05/17/94	PERSONAL MAILMAN
	USA	2,133,008	07/17/95	01/27/98	ROUTE & TRACK
	USA	1,856,667	11/15/93	10/04/94	RUNNING MAN DESIGN
	JAPAN	3122386	02/08/94	10/31/96	WORKMAN
	USA	1,754,450	09/10/90	02/23/93	WORKMAN