

Tab settings



To the Honorable Commissioner of

101427834

attached original documents or copy thereof.

1. Name of conveying party(ies):

RESPONSYS, INC.

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

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

3. Nature of conveyance:

7-14-00

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

recorded 11/29/99 on Reel 1001999 Frame 0375
CORRECTIVE RECORDATION OF DOCUMENT

Execution Date: Document executed 9/3/99 is a security interest not an assignment

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT

Street Address: 6111 N. RIVER RD.

City: ROSEMONT State: IL ZIP: 60018

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

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

A. Trademark Application No.(s)

SEE EXHIBIT B

B. Trademark Registration No.(s)

SEE EXHIBIT B

Additional numbers attached? Yes No

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

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT
ATTN: NANCY O'CONNOR

Street Address: ONE POST ST, SUITE 2675

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 455.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

08/09/2000 NTW011 00000096 75066895
40.00 OP
350.00 OP

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.

NANCY O'CONNOR

Name of Person Signing

Nancy O'Connor
Signature

9/6/00
Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:

MILCO RECC 11/29/99

12-16-1999



101223668

IEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

002

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To the Honorable Commissioner of Patent

and original documents or copy thereof.

1. Name of conveying party(ies):

RESPONSYS, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: SEPTEMBER 3, 1999

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.
 Internal Address: LEGAL DEPT
 Street Address: 6111 N. RIVER RD.
 City: SAN FRANCISCO State: CA ZIP: 60018

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

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

A. Trademark Application No.(s)

See Attached Exhibit B

B. Trademark Registration No.(s)

See Attached Exhibit B

Additional numbers attached? Yes No

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

Name: NANCY O'CONNOR
 Internal Address: LEGAL DEPT
 Street Address: One Post St, Suite 2675
 City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

12/15/99 DNGUYEN 00000232 75066895

DO NOT USE THIS SPACE

01 FC: 81 40.00 OP
02 FC: 82 375.00 OP

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.

Nancy O'Connor
Name of Person Signing

Nancy O'Connor
Signature

12-15-99
Date

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

Mail documents to be recorded with required cover sheet information to:

PATENTS AND TRADEMARKS SECURITY AGREEMENT

This Patents and Trademarks Security Agreement made on this 3rd day of September, 1999, by and between Responsys, Inc. (the "Debtor") and Comdisco, Inc., (the "Secured Party"),

WHEREAS, Debtor and Secured Party are parties to a certain Subordinated Loan and Security Agreement dated September 3, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Debtor has agreed to grant to Secured Party a lien on and a security interest (subject to the terms and conditions of the Loan Agreement) in, inter alia, all the patent and trademark rights that Debtor may have in the patents and trademarks to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Collateral Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

1. **Grant of Security Interest.** To secure the full, complete and timely payment and satisfaction of Debtor's indebtedness with respect to the Loan owed to Secured Party, Debtor hereby grants to the Secured Party (with power of sale), to the extent permitted by law, a priority lien and security interest (subject to the terms and conditions of the Loan Agreement) in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Debtor shall be liable for and promptly reimburse the Secured Party for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or grants provided for herein.

2. **Authorization.** Debtor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Security Agreement.

3. **Covenant and Warranty of Title.** Debtor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein and licenses entered into in the ordinary course of business of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder subject to the liens granted hereunder.

4. **Restrictions on Future Assignment.** Until all obligations under the Loan Agreement are deemed by Secured Party to be fully satisfied, Debtor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Secured Party under this Security Agreement.

5. **Secured Party's Right to Sue.** During the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Secured Party in such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses, including reasonable attorney's fees, incurred by Secured Party in the exercise of the foregoing rights. Secured Party shall not enter into any settlement of any suit brought in accordance with this section without Borrower's prior written consent, which shall not be unreasonably withheld.

6. **Waivers.** No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Assignment is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Assignment shall terminate and Secured Party shall execute and deliver to Debtor all agreements, assignments or instruments as may be necessary or proper to terminate Secured Party's collateral assignment and security interest in the Patents and

Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to the Agreement.

8. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

9. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. **Binding Effect.** This Assignment shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of Secured Party, its nominees and assigns.

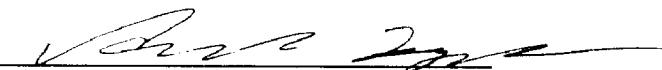
11. **Governing Law.** This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ATTEST:

(Corporate Seal)

RESPONSYS, INC.

By: 

Secretary

DUPLICATE

PATENTS AND TRADEMARKS SECURITY AGREEMENT

This Patents and Trademarks Security Agreement made on this 3rd day of September, 1999, by and between Responsys, Inc. (the "Debtor") and Comdisco, Inc., (the "Secured Party"),

WHEREAS, Debtor and Secured Party are parties to a certain Subordinated Loan and Security Agreement dated September 3, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Debtor has agreed to grant to Secured Party a lien on and a security interest (subject to the terms and conditions of the Loan Agreement) in, inter alia, all the patent and trademark rights that Debtor may have in the patents and trademarks to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Collateral Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

1. **Grant of Security Interest.** To secure the full, complete and timely payment and satisfaction of Debtor's indebtedness with respect to the Loan owed to Secured Party, Debtor hereby grants to the Secured Party (with power of sale), to the extent permitted by law, a priority lien and security interest (subject to the terms and conditions of the Loan Agreement) in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Debtor shall be liable for and promptly reimburse the Secured Party for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or grants provided for herein.

2. **Authorization.** Debtor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Security Agreement.

3. **Covenant and Warranty of Title.** Debtor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein and licenses entered into in the ordinary course of business of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder subject to the liens granted hereunder.

4. **Restrictions on Future Assignment.** Until all obligations under the Loan Agreement are deemed by Secured Party to be fully satisfied, Debtor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Debtor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Secured Party under this Security Agreement.

5. **Secured Party's Right to Sue.** During the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Secured Party in such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses, including reasonable attorney's fees, incurred by Secured Party in the exercise of the foregoing rights. Secured Party shall not enter into any settlement of any suit brought in accordance with this section without Borrower's prior written consent, which shall not be unreasonably withheld.

6. **Waivers.** No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This Assignment is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Assignment shall terminate and Secured Party shall execute and deliver to Debtor all agreements, assignments or instruments as may be necessary or proper to terminate Secured Party's collateral assignment and security interest in the Patents and

Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to the Agreement.

8. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

9. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. **Binding Effect.** This Assignment shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of Secured Party, its nominees and assigns.

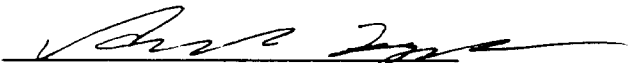
11. **Governing Law.** This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ATTEST:

(Corporate Seal)

RESPONSYS, INC.

By: 

Secretary

SCHEDULE B

TRADEMARK AND TRADEMARK APPLICATIONS

RESPONSYS, INC. TRADEMARK/SERVICE MARK/PATENT REPORT
 AS OF SEPTEMBER 1, 1999

PAT/TI	TITLE	Class/Rel	COUNTM	FILED	Serial #	PAT&TM #	ISSUED
TM	CYBERFLOW	CLASS 9	USA	03/04/98	75/068,895		
TM	DESIGN	CLASS 9	USA	03/29/99	75/670,019		
SM	DESIGN	CLASS 35	USA	03/28/99	75/670,010		
SM	DESIGN	CLASS 35	USA	12/21/98	75/611,657		
TM	MAILMAN	CLASS 9	USA	09/10/90	74/095,062	1,700,240	07/14/92
TM	PERSONAL MAILMAN	CLASS 9	USA	06/21/93	74/404,044	1,636,537	05/17/94
TM	RESPONSYS	CLASS 9	USA	04/08/98	75/484,210		
SM	RESPONSYS6	CLASS 35	USA	02/05/99	75/635,755		
TM	RESPONSYS.COM	CLASS 9	USA	02/05/99	75/635,753		
SM	RESPONSYS.COM	CLASS 35	USA	02/06/99	75/635,754		
TM	RESPONSYS INTERACT	CLASS 9	USA	03/15/99	75/660,100		
SM	RESPONSYS INTERACT	CLASS 35	USA	03/16/99	75/660,101		
TM	ROUTE/TRACK	CLASS 9	USA	07/17/95	74/701,742	2,133,008	01/27/98
TM	RUNNING MAN DESIGN	CLASS 9	USA	11/15/93	74/467,811	1,856,667	10/04/94
TM	WORKMAN	CLASS 9	JAPAN	02/08/94	06-011802	3122988	10/31/96
TM	WORKMAN	CLASS 9	USA	09/10/90	095,061	1,754,450	02/23/93
PAT	DATA ENTRY SCREEN METHOD	9101C	USA	12/14/93	08/166,734	5,430,839	07/04/95