

Corrective RECC

10-18-2000

EET

Tab settings *MRP 10.18.00*



101479516

Send original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

E.piphany, Inc.

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

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

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

Corrective recordation of documents recorded 7/6/99 on Reel 001927 Frame 0750

Execution Date: 6/2/99 is a security interest not an assignment

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

A. Trademark Application No.(s)

See Schedule B

B. Trademark Registration No.(s)

See Schedule 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

Street Address: ONE POST ST, SUITE 2675

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

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.

Nancy O'Connor

Name of Person Signing

Nancy O'Connor
Signature

10/17/00

Date

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

Epiphany Marketing Software, Inc. Trademark Status Report

pr-99

Tr Name	Trademark	Class	Filing Date	Application #	Registration Date	Registration #	Status	Case Number
d States of America	ADAPTIVE SCHEMA GENERATOR						Searched	20308-TM1012
d States of America	E-4	9,42	28-Jan-99	75/629,577			Filed	20308-TM1017
d States of America	E-PIPHANY	9,42	28-Jan-99	75/629,580			Filed	20308-TM1016
d States of America	ENTERPRISE INFORMATION SYSTEMS						Searched	20308-TM1014
d States of America	EPICHANNEL	9	31-Jul-98	75/529,019			Filed	20308-TM1007
d States of America	EPIPHANY	9,42	31-Jul-98	75/528,882			Filed	20308-TM1001
d States of America	EPIPHANY CLARITY	9	31-Jul-98	75/528,703			Filed	20308-TM1002
d States of America	EPIPHANY EPICENTER	9	31-Jul-98	75/528,706			Filed	20308-TM1006
d States of America	EPIPHANY MARKETING SOFTWARE	9	01-Aug-97	75/334,313			Published	20308-TM1015
d States of America	EPIPHANY MOMENTUM	9	31-Jul-98	75/529,766			Filed	20308-TM1004
d States of America	EPIPHANY VELOCITY	9	31-Jul-98	75/528,701			Filed	20308-TM1003
d States of America	INFORMATION BACKBONE	9	31-Jul-98	75/528,871			Filed	20308-TM1011
d States of America	INFORMATION CAPITAL						Searched	20308-TM1010
d States of America	RELEVANCE						Searched	20308-TM1003
d States of America	REPORT GALLERY	9	03-Jul-98	75/529,018			Filed	20308-TM1009
d States of America	SEMANTIC TRANSFORMATION ENGINE						Searched	20308-TM1013
d States of America	SMARTCHARTS						Searched	20308-TM1008

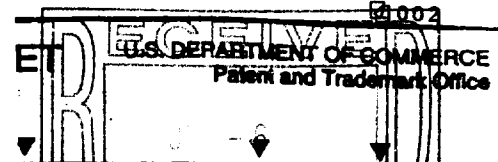
07-09-1999

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDED



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

1. Name of conveying party(ies): 7.6.99

E.piphany, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: JUNE 2, 1999

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 SCHEDULE B

B. Trademark Registration No.(s)

SEE SCHEDULE 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

COMDISCO, INC.

Street Address: ONE POST ST, SUITE 2675

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 680.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

07/08/1999 MTHAI1 00000276 75629577

DO NOT USE THIS SPACE

01 FC: 401 40.00 DP
02 FC: 402 400.00 DP

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

Date

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

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

TRADEMARK

REEL: 002130 FRAME: 0654

Vertical stamp: REFUSED 07/08/1999 MTHAI1 00000276 75629577 CHECK RE fund

DUPLICATE

ORIGINAL

**COLLATERAL GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest of Patents and Trademarks is made on this 2nd day of June, 1999, by and between E.piphany, Inc. (the "Grantor") and Comdisco, Inc., (the "Grantee":,

WHEREAS, Grantor and Grantee are parties to a certain Subordinated Loan and Security Agreement dated June 2, 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 Grantor has agreed to grant to Grantee a lien on and a security interest in, inter alia, all the patent and trademark rights that Grantor 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 Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Collateral Grant of Security Interest of Patents.** To secure the full, complete and timely payment and satisfaction of Grantor's indebtedness with respect to the Loan owed to Grantee, Grantor hereby grants to the Grantee, , to the extent permitted by law, a priority lien and security interest 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 Grantor shall be liable for and promptly reimburse the Grantee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or security interests provided for herein.

TRADEMARK

REEL: 002130 FRAME: 0655

2. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks granted hereunder.

4. **Restrictions on Future Assignment.** Until all obligations under the Loan Agreement are deemed by Grantee to be fully satisfied, Grantor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Grantor 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 Grantee under this Agreement.

5. **Grantee's Right to Sue.** From and after the occurrence and continuance of an Event of Default, Grantee 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 Grantee shall commence any such suit, Grantor shall, at the request of Grantee, 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 Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses, including reasonable attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan 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 Agreement 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 Agreement shall terminate and Grantee shall execute and deliver to Grantor all agreements, assignments or instruments as may be necessary or proper to terminate Grantee's security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability**. The provisions of this Agreement 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 Agreement in any jurisdiction.

9. **Modification**. This Agreement 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 Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

11. **Governing Law**. This Agreement 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 Agreement as of the date first set forth above.

E.piphany, Inc.

By: _____

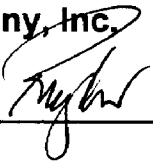
A handwritten signature in black ink, appearing to be "Myron", is written over a horizontal line.

EXHIBIT A

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Thursday, April 22, 1999

Master List By Case Number

Page: 1

Case Number	Client	Attorney	Disclosure Status	Title	Inventors		
20308-701	20308 PD KRR EPIPHANY MARKETING SOFTWARE		FILED	US - METHOD AND APPARATUS FOR CREATING AND POPULATING A DATAMART	SLATBR, LYNN R. WALSH, GREG WEISSMAN, CRAIG		
Owner: EPIPHANY, INC.							
Keywords:							
Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Expiration Date	Tax Schedule	Agent Ref #
US	Pending	ORD 09/073,752	06-May-1998			SE	

EXHIBIT A

EXHIBIT A

Thursday, April 22, 1999 **Master List By Case Number** Page: 2

Case Number	Client	Attorney	Disclosure Status	Title	Inventors
20308-702	20308 PD KRR EPIPHANY MARKETING SOFTWARE		FILED	US - METHOD AND APPARATUS FOR CREATING A WELL-FORMED DATABASE SYSTEM USING A COMPUTER	WALSH, GREG WEGBREIT, BEN WEISSMAN, CRAIG

Owner: EPIPHANY, INC.
Keywords:

Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Tax Schedule Date	Expiration Date	Agent Ref #
US Pending	ORD 09/073,748	06-May-1998					SE

Master List By Case Number

Thursday, April 22, 1999

Case Number	Client	Attorney	Disclosure Status	Title	Inventors			
20308-703	20308 PD KRR EPIPHANY MARKETING SOFTWARE		FILED	US - METHOD AND APPARATUS FOR CREATING AGGREGATES FOR USE IN A DATAMART	MCCASKEY, JOHN P. RASSEN, JEREMY A. RAUER, ALLON WALSH, GREG WEISSMAN, CRAIG			
	Owner: EPIPHANY, INC.							
	Keywords:							
Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Tax Schedule Date	Expiration Date	Agent	Agent Ref #
US	ORD 09/073,733	06-May-1998						SE

EXHIBIT A

Master List By Case Number													
Case Number	Client	Attorney	Disclosure Status	Title	Inventors	Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Tax Schedule Date	Expiration Date	Agent Ref #
20308-704	20308	PD KRR	FILED	US - METHOD AND APPARATUS FOR CREATING A DATAMART AND FOR CREATING A QUERY STRUCTURE FOR THE DATAMART	LITVAK, BMILE MCCASKEY, JOHN P. RASSEN, JBREMY A. RAUER, ALLON SHELAT, ABHI A.	Pending	ORD 09/073,753	06-May-1998					
Owner: EPIPHANY, INC. Keywords:													
US													SE

Thursday, April 22, 1999

Thursday, April 22, 1999 **Master List By Case Number** Page: 5

Case Number	Client	Attorney	Disclosure Status	Title	Inventors					
20308-705	20308 PD KRR EPIPHANY MARKETING SOFTWARE		FILED	US - METHOD AND APPARATUS FOR DETERMINING A SET OF DATABASE ENTRIES	ALMGREN, JONAS WALSH, GREGORY V. WEGBREIT, BEN					
Owner: EPIPHANY, INC.										
Keywords:										
Sub Country	Case Status	Application Type	Application Number	Filing Date	Patent Number	Issue Date	Tax Schedule Date	Expiration Date	Agent	Agent Ref #
US	Pending	ORD	09/087,518	29-May-1998						SE

Thursday, April 22, 1999 **Master List By Case Number** Page: 6

Case Number	Client	Attorney	Disclosure Status	Title	Inventors
20308-706	20308 PD KRR EPIPHANY MARKETING SOFTWARE		FILED	US - METHOD AND APPARATUS FOR CREATING A WELL-FORMED DATABASE SYSTEM USING A COMPUTER	WALSH, GREG WEGBREIT, ELIOT L. WEISSMAN, CRAIG

Owner:

Keywords:

Remarks: PROV APPLN FILED 8/28/98

Sub Case Status	Case Application Type Number	Filing Date	Patent Number	Issue Date	Tax Schedule Date	Expiration Date	Agent Ref #
US	Pending	PRO 60/098,240	28-Aug-1998				LE

Epiphany Marketing Software, Inc. Trademark Status Report

pr-99

Country Name	Trademark	Class	Filing Date	Application #	Registration Date	Registration #	Status	Case Number
United States of America	ADAPTIVE SCHEMA GENERATOR						Searched	20308-TM1012
United States of America	E-4	9,42	28-Jan-99	75/629,577			Filed	20308-TM1017
United States of America	EPIPHANY	9,42	28-Jan-99	75/629,580			Filed	20308-TM1016
United States of America	ENTERPRISE INFORMATION SYSTEMS						Searched	20308-TM1014
United States of America	EPICHANNEL	9	31-Jul-98	75/529,019			Filed	20308-TM1007
United States of America	EPIPHANY	9,42	31-Jul-98	75/528,882			Filed	20308-TM1001
United States of America	EPIPHANY CLARITY	9	31-Jul-98	75/528,703			Filed	20308-TM1002
United States of America	EPIPHANY EPICENTER	9	31-Jul-98	75/528,706			Filed	20308-TM1006
United States of America	EPIPHANY MARKETING SOFTWARE	9	01-Aug-97	75/334,313			Published	20308-TM1015
United States of America	EPIPHANY MOMENTUM	9	31-Jul-98	75/529,766			Filed	20308-TM1004
United States of America	EPIPHANY VELOCITY	9	31-Jul-98	75/528,701			Filed	20308-TM1005
United States of America	INFORMATION BACKBONE	9	31-Jul-98	75/528,871			Filed	20308-TM1011
United States of America	INFORMATION CAPITAL						Searched	20308-TM1010
United States of America	RELEVANCE						Searched	20308-TM1003
United States of America	REPORT GALLERY	9	03-Jul-98	75/529,018			Filed	20308-TM1009
United States of America	SEMANTIC TRANSFORMATION ENGINE						Searched	20308-TM1013
United States of America	SMARTCHARTS						Searched	20308-TM1008