

1-31-92

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12-05-2000



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101540170

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

1. Name of conveying party(ies):

Kana Communications, Inc.

11-14-00

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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 7/10/00

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

Name: Silicon Valley Bank

Internal Address: HG150

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

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)

B. Trademark No.(s)

75567245

88037846

75564799

75286164

75564775

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 HG150

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and trademark involved: 5

7. Total fee (37 CFR 3.41): \$140.00

☒ 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.

Pia Amarillas

Name of Person Signing

Signature

10/20/00
Date

Total number of pages comprising cover sheet: 6

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 10, 2000 by and between SILICON VALLEY BANK ("Bank") and KANA COMMUNICATIONS, INC., a Delaware corporation ("Grantor"), successor by merger to Kana Communications, Inc., a California corporation.

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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated July 10, 2000 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not defined 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 (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.

Bank agrees that its security interest in Intellectual Property of Grantor is subject to the terms of any licenses or leases of its Intellectual Property granted by Grantor in accordance with the terms of this Agreement and further agrees that any sale or other disposition of any Collateral upon the enforcement of remedies hereunder shall be expressly subject to such licenses or leases or that new licenses or leases upon the same terms will be issued and executed by any Person acquiring rights in the Collateral upon enforcement of the remedies hereunder.

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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.

GRANTOR:

Address of Grantor:

740 Bay Road
Redwood City, CA 94063

Attn: _____

KANA COMMUNICATIONS, INC.,
A Delaware corporation

By: Jim P. King
Title: VP General Counsel

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: DEAN Chu

SILICON VALLEY BANK

By: [Signature]
Title: SVP - Senior Relationship Mgr

EXHIBIT C

CONNECTIFY

US

United States of America

CaseNumber: 026030.2080

Status:

Publis

Application Number:

75567245

Registration Number:

Filing Date:

08-Oct-98

Registration Date:

Class(es):

Goods:

Customer relationship management software, namely, computer software for electronic direct marketing that enables marketers to profile, target and communicate with customers via email.

Next Renewal Date:

Next Action:

ASSIGNMENT NEEDS TO BE FILED

Due On:

11/30/00

Next Action:

FILE POWER OF ATTY

Due On:

11/30/00

Next Action:

Statement of Use 1st Extension

Due On:

1/18/01

Next Action:

Statement of Use 2nd Extension

Due On:

7/18/01

Next Action:

Statement of Use 3rd Extension

Due On:

1/18/02

Next Action:

Statement of Use 4th Extension

Due On:

7/18/02

Next Action:

Statement of Use 5th Extension

Due On:

1/18/03

Next Action:

Statement of Use Final

Due On:

7/18/03

Tuesday, September 12, 2000

K (AND DESIGN)

TW

Taiwan

Application Number:

88037846

Filing Date:

02-Aug-99

Class(es):

9

Goods:

Computer software for managing online customer interactions.

Next Action:

FIRST ACTION?

8/2/00

Next Action:

AFFIDAVIT

9/7/00

K (AND DESIGN)

US

United States of America

Application Number:

75564799

Filing Date:

05-Oct-98

Class(es):

9

Goods:

Computer software for use in the creation and transmission of electronic mail messages, and instruction and user manuals therefor, sold as a unit.

Next Action:

Statement of Use 1st Extension

11/9/00

Next Action:

Statement of Use 2nd Extension

5/9/01

Next Action:

Statement of Use 3rd Extension

11/9/01

Next Action:

Statement of Use 4th Extension

5/9/02

Next Action:

Statement of Use 5th Extension

11/9/02

Next Action:

Statement of Use Final

5/9/03

CaseNumber: 026030.4026

Status: Pending

Registration Number:

Registration Date:

Next Renewal Date:

CaseNumber: 026030.2020

Status: Allowed

Registration Number:

Registration Date:

Next Renewal Date:

KANA

US United States of America

Application Number: 75286164
Filing Date: 05-May-97
Class(es): 9
Goods: Computer software for use in the creation and transmission of electronic mail messages
Next Action: SECTION 8 DUE!
Next Action: First Renewal

CaseNumber: 026030.2010

Status: Registered

KANA COMMUNICATIONS And Design

US United States of America

Application Number: 75564775
Filing Date: 05-Oct-98
Class(es): 9
Goods: Computer software for use in the creation and transmission of electronic mail messages, and instruction and user manuals therefor, sold as a unit.
Next Action: ALLOWANCE?

CaseNumber: 026030.2030

Status: Published

Tuesday, September 12, 2000

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KANA CONFIDENTIAL