FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-31-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OIPE JC139 JAN 26 2001 PATENT & TRADEMARK OFFICE

1.26-01

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger — Effective Date Month Day Year
- [ ] Change of Name
- [ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 12 29 00

Name: Art Technology Group, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: DE

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Silicon Valley Bank

DBA/AKA/TA:

Composed of:

Address (line 1): 40 William Street

Address (line 2):

Address (line 3): Wellesley (City) MA (State/Country) 02481 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: CA

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01/30/2001 GTON11 00000078 75521744

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number: 703-415-1555

Name: Christopher E. Kondracki

Address (line 1): 2001 Jefferson Davis Hwy.

Address (line 2): Suite 505

Address (line 3): Arlington, VA 22202

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 16

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75/521,744	75/403,997		2,252,984	2,238,533	
75/648,053			2,243,125	2,238,537	
75/548,301			2,155,205		

Number of Properties

Enter the total number of properties involved. # 9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 240.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-3545

Authorization to charge additional fees: Yes [X] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki		4 January 2001
Name of Person Signing	Signature	Date Signed

OIPE JC139 JAN 26 2001 PATENT & TRADEMARK OFFICE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 29th day of December, 2000 by and between ART TECHNOLOGY GROUP, INC., a Delaware corporation with its principal place of business at 25 First Street, Cambridge, Massachusetts 02141("Grantor"), and SILICON VALLEY BANK, a California banking corporation ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement of even date herewith between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees 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 indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **EXHIBIT D** attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on **EXHIBIT E** attached hereto; and

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

(j) 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.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

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

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

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

(e) Grantor shall promptly advise Lender of any material adverse 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, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

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(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender'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 interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, 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 Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this

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IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

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

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

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13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP 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.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Borrower; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender does not know that the third party is prohibited from disclosing the information.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

25 First Street
Cambridge, MA 02141

GRANTOR:

ART TECHNOLOGY GROUP, INC.

By: _____

Name: Jeet Singh

Title: CEO

56120/168

598269.1

TRADEMARK
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Exhibit "A" attached to that certain Intellectual Property Security Agreement dated December 29, 2000.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
none		

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	DATE OF CREATION	FIRST DATE OF PUBLIC DISTRIBUTION
none				

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

COPYRIGHT DESCRIPTION	DATE OF CREATION	FIRST DATE OF DISTRIBUTION	DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR	ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IF DIFFERENT FROM GRANTOR
Dynamo, Software Versions 1 through 5				

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Exhibit "B" attached to that certain Intellectual Property Security Agreement dated Dec 29, 2000.

EXHIBIT "B"

PATENTS

PATENT DESCRIPTION STATUS	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE

None granted

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Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December 29, 2000.

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO	STATUS

see attached Exhibit C-1

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated Dec 29, 2000.

EXHIBIT "D"

MASK WORKS

MASK WORK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO	STATUS

None

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Exhibit "E" attached to that certain Intellectual Property Security Agreement dated Dec 29, 2000.

EXHIBIT "E"

LICENSES

598269.1

None except as identified on Exhibit E-1

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C-1

OIPE JC136 JAN 26 2001 PATENT & TRADEMARK OFFICE

Service Marks and Trademarks Owned by Art Technology Group, Inc.

as of July 2000

Mark	Serial No.	Filing Date	Country	Goods	Status
ART TECHNOLOGY GROUP	11-42671	05/13/99	Japan	Corresponds to U.S. Application 75/521744	Approved for Registration
ART TECHNOLOGY GROUP	1999/04425	05/04/99	Norway	Corresponds to U.S. Application 75/521744	Awaiting Examiners action on filed response to Office Action
ART TECHNOLOGY GROUP	99/07311	04/30/99	South Africa	Corresponds to U.S. Application 75/521744	Awaiting Examination
ART TECHNOLOGY GROUP	75/521744	07/20/98	United States	Computer programs for use in creating and administering online advertising and for creating and developing customer profiles; computer programs for use in enhancing the capability of global network servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications	Awaiting Examiner's response re: Request for Reconsideration regarding descriptiveness
ATG	1158021	04/30/99	European Community	Corresponds to U.S. Registration 2243125	Approved for Registration
ATG	11-42669	05/13/99	Japan	Corresponds to U.S. Registration 2243125	Response to Office Action due 08/26/00
ATG	99/07312	04/30/99	South Africa	Corresponds to U.S. Registration 2243125	Awaiting Examination
DYNAMO	927137	09/10/98	European Community	Corresponds to U.S. Registration 2155205	Approved for Registration
DYNAMO	11-42670	05/13/99	Japan	Corresponds to U.S. Registration 2155205	Response to Office Action due 8/19/00
DYNAMO	1999/04426	05/04/99	Norway	Corresponds to U.S. Registration 2155205	Suspended pending resolution of Dinamo Norge's Dinamo
DYNAMO	99/07313	04/30/99	South Africa	Corresponds to U.S. Registration 2155205	Awaiting Examination
MISCELLANEOUS DESIGN (dot in box)	1210566	06/10/99	European Community	Corresponds to U.S. Application 75/648053	Advertised for Opposition

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Service Marks and Trademarks Owned by Art Technology Group, Inc.

as of July 2000

Mark	Serial No.	Filing Date	Country	Goods	Status
MISCELLANEOUS DESIGN (dot in box)	99/10391	06/11/99	South Africa	Corresponds to U.S. Application 75/648053	Awaiting Examination
MISCELLANEOUS DESIGN (dot in box)	75/648053	02/25/99	United States	Computer programs for use in creating and administering online advertising and for creating and developing customer profiles; computer programs for use in enhancing the capability of global network servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications	~~Awaiting Examiner's action on Response to Office Action~~ Notice of allowance 10/3/2000
PERSONALIZATION CONTROL CENTER	75/548301	09/04/98	United States	Computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and administering online advertising and for creating customer profiles; computer programs for developing customer profiles and for personalizing to potential customers	Awaiting Examiner's action on Response to Office Action
RELATIONSHIP COMMERCE	75/403997	12/11/97	United States	Computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and administering online advertising and for creating customer profiles; computer programs for developing customer profiles and for personalizing information to potential customers	Statement of Use to be filed and accepted by 08/15/00

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Service Marks and Trademarks Owned by Art Technology Group, Inc.

as of July 2000

Mark	Regis. No.	Regis. Date	Country	Goods	Status
AD STATION	2252984	06/15/99	United States	Computer programs for use in creating and administering online advertising and for creating customer profiles	Section 8 Affidavit due 06/15/05
ART TECHNOLOGY GROUP	926873	01/17/00	European Community	Corresponds to U.S. Application 75/521744	Renewal due 09/10/08
ATG	200299	11/15/99	Norway	Corresponds to U.S. Registration 2243125	Renewal due 11/15/09
ATG	2243125	05/04/99	United States	Global network computer programs and computer programs for use in enhancing the capability of global network servers	Section 8 Affidavit 05/04/05
DYNAMO	2155205	05/05/98	United States	Computer programs for use in developing applications used in globally interconnected computer networks and in developing database-driven applications; computer programs for use in creating and enhancing information sites in globally interconnected computer networks	Section 8 Affidavit 05/05/04
MISCELLANEOUS DESIGN (dot in box)	199900	10/14/99	Norway	Corresponds to U.S. Application 75/648053	Renewal due 10/14/09
MISCELLANEOUS DESIGN (dot in box)	438379	6/14/99	Switzerland	Corresponds to U.S. Application 75/648053	Renewal due 06/14/09
PROFILE STATION	2238533	04/13/99	United States	Computer programs for developing customer profiles and for personalizing information to potential customers	Section 8 Affidavit due 04/13/05
RETAIL STATION	2238537	04/13/99	United States	Computer programs for use in building, customizing, and managing online store fronts	Section 8 Affidavit due 04/13/05

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Service Marks and Trademarks Owned by Art Technology Group, Inc.

as of July 2000

INACTIVE MARKS

Mark	Serial No.	Filing Date	Country	Goods	Status
PERSONALIZATION SYSTEM	75/548043	09/04/98	United States		Abandoned per D. Brown 01/12/99

janey davidson - z:\legal\101957.156~fl\letters~fl\stat0700.doc

RECORDED: 01/26/2001
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