

FORM PTO-1618A

02-13-2001



101611534

ORDINATION FORM COVER SHEET
TRADEMARKS ONLYU.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

FEB - 2 2001

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

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedName Responsys.com, Inc.Execution Date
Month Day Year
01-18-2001Formerly

75670019

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization California

Receiving Party

☐ Mark if additional names of receiving parties attachedName Silicon Valley BankDBA/AKA/TA Composed of Address (line 1) 3003 Tasman DriveAddress (line 2) Address (line 3) Santa Clara

City

California

State/Country

95054

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.)
- ☒ Corporation ☐ Association
- ☐ Other

☐ Citizenship/State of Incorporation/Organization California

02/12/2001 6TON11 00000177 75670019

FOR OFFICE USE ONLY

01 FC:481
02 FC:48240.00/OP
275.00 OP

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

TRADEMARK
REEL: 002233 FRAME: 0427

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)

75670019	75670010	75611557
75635755	75635753	75635754
75936371	75936372	75660100

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

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.

Heidi Dryden

Name of Person Signing

Heidi Dryden

Signature

01/25/2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Responsys.com, Inc.

01-18-2001

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization California

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name Silicon Valley Bank

DBA/AKA/TA

Composed of

Address (line 1) 3003 Tasman Drive

Address (line 2)

Address (line 3) Santa Clara

City

California

State/Country

95054

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization California

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 the Assignment.)

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

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

☐ Mark if additional numbers attached

Trademark Application Number(s)

75660101 75902701 74701742

Registration Number(s)

TRADEMARK

REEL: 002233 FRAME: 0429

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 18, 2001 by and between SILICON VALLEY BANK ("Bank") and RESPONSYS.COM, INC. ("Grantor").

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 Accounts Receivable Financing Agreement by and between Bank and Grantor dated January 18, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used 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 Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Schedules A, B, and C, 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.

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.

Address of Grantor: 2225 East Bayshore Road
Palo Alto, California 94303

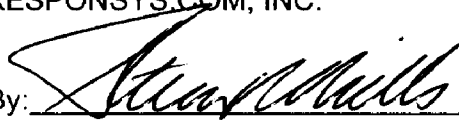
Attn: Chief Financial Officer

Address of Bank: 3003 Tasman Drive, HF226
Santa Clara, CA 95054

Attn: Credit Manager _____

GRANTOR:

RESPONSYS.COM, INC.

By: 

Title: CHIEF FINANCIAL OFFICER

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Reg./Application Number</u>	<u>Reg./Application Date</u>
Responsys Design		
Class 9 - Canada	1064326	6/22/00
Classes 9, 42 - EC	1639509	04/27/00
Class 9 - US	75/670,019	3/29/99
Classes 9, 42 - UK	2230779	4/27/00
Class 35 - US	75/670,010	3/29/99
Responsys		
Class 9 - Canada	1064325	6/22/00
Classes 9, 35 - EC	1639269	4/27/00
Class 9 - US	75/611,557	12/21/98
Class 42 - US	75/635,755	2/5/99
Classes 9, 35 - UK	2228108	4/3/00
Responsys.com		
Class 9 - Canada	1064324	6/22/00
Classes 9, 42 - EC	1639244	4/27/00
Class 42 - Japan	2000-064864	6/12/00
Class 9 - US	75/635,753	2/5/99
Class 35 - US	75/635,754	2/5/99
Classes 9, 42 - UK	2228056	4/3/00
Responsys Insight		
Class 9 - Canada	1064323	6/22/00
Classes 9, 35 - EC	1639384	4/27/00
Class 9 - US	75/936,371	3/6/00
Class 35 - US	75/936,372	3/6/00
Class 9, 35 - UK	2228107	4/3/00
Responsys Interact		
Class 9 - Canada	1064322	6/22/00
Classes 9, 42 - EC	1639319	4/27/00
Class 9 - US	75/660,100	3/15/99
Class 35 - US	75/660,101	3/15/99
Classes 9, 42 - UK	2228067	4/3/00
Responsys Jumpstart		
Class 42 - Canada	1055534	6/27/00
Class 35 - EC	1639459	4/27/00
Class 35 - US	75/902,701	1/26/00
Classes 35, 42 - UK	2228080	4/3/00
Route & Track		
Class 9 - US	74/701,742	7/17/95