

04-20-2001



101682706

FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

KANISA, INC.
Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: DELAWARE

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: March 30, 2001

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

Name: IMPERIAL BANK
Address: 226 AIRPORT PARKWAY
City: SAN JOSE State: CA Zip: 95110-1024

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

Other: a California chartered bank

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 trademark number(s):

A. Trademark Application No.(s)
76/081,133 75/568,361
75/401,688

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Evelyn G. Santiago
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00
 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.

Evelyn G. Santiago
Name of Person Signing

April 19, 2001
Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

04/20/2001 6TON11 00000117 76081133
01 FC:481 40.00 OP
02 FC:482 50.00 OP

PAX10143408.1
1090371-955400

TRADEMARK
REEL: 002275 FRAME: 0750

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2001 by and between IMPERIAL BANK ("Bank") and KANISA INC., a Delaware corporation ("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 Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has, as of the date hereof, registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, excluding intellectual property rights which are not material to Grantor's business and which Grantor has, in the reasonable exercise of its business judgment, abandoned or determined to abandon.

IN WITNESS WHEREOF, the parties have caused 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:

19925 Stevens Creek Drive, Suite 150
Cupertino, CA 95014

Attn: Chief Financial Officer

GRANTOR:

KANISA INC.

By: 

Title: Secretary


Address of Bank:

226 Airport Parkway
San Jose, CA 95110-1024

Attn: Corporate Banking Center

BANK:

IMPERIAL BANK

By: 

Title: J.P.

EXHIBIT A

Copyrights

Description

Registration
Number

Registration
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Filing Date</u>
A System and Method for Implementing a Knowledge Management System	09/594,083 (Utility)	June 15, 2000
A System and Method for Providing an Intelligent Multi-Step Dialog with a User	TBD (Utility)	March 6, 2001
A System and Method for Providing a Text Classifier	60/206,975 (Provisional)	May 25, 2000
Methodologies and Tools for Constructing, Analyzing and Updating Topic Spotters	60/218,056 (Provisional)	July 13, 2000
Tools for Constructing, Analyzing and Updating Topic Spotters	60/218,849 (Provisional)	July 13, 2000
A System and Method for Providing a Business Web Service	TBD (Provisional)	February 22, 2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Design Only	76/081,133	06/30/00
Autocontextualization	75/568,361	10/09/98
Kanisa	75/401,688	12/08/97

400 Hamilton Avenue
Palo Alto, CA 94301-1809
www.graycary.com

O] 650-833-1566
F] 650-328-3029

April 19, 2001

VIA FEDEX

U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Grantor: Kanisa, Inc.
Secured Party: Imperial Bank

RECORDED
2001 APR 20 AM 9:43
ASSIGNMENT DIVISION

Dear Sir or Ms.:

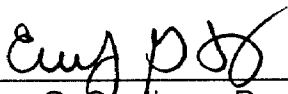
Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Trademarks only;
2. Intellectual Property Security Agreement between Kanisa, Inc. and Imperial Bank;
and
3. A self-addressed postage paid postcard for your use to indicate receipt of the enclosed documents.

Also included is a check to cover the required recordation fees. After the security interest has been recorded, please return the original Notice of Recordation to me at the above-listed address.

Sincerely,

GRAY CARY WARE & FREIDENRICH LLP



Evelyn G. Santiago, Paralegal

Enclosures

- cc: Ms. Aileen Montebon (w/o enclosures)
Mr. Piyush Sangani (w/enclosures)
Larry C. King, Esq. (w/o enclosures)

PA\10143406.1
1090371-955400