

07-23-2001  
101786075

Form PTO-1594  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):  
Successfactors.com, Inc.  
and Sand Hill Capital II, LP

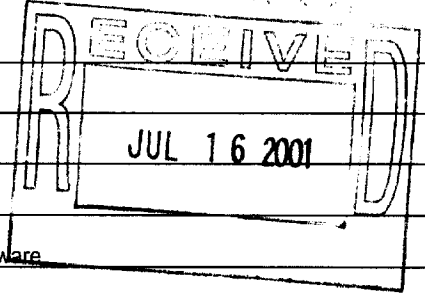
Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

Additional name(s) of conveying parties attached?  Yes     No

2. Name and address of receiving party(ies)  
Name: Success Acquisition Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 2929 Campus Dr., Suite 400  
City: San Mateo                      State: CA                      ZIP: 94403

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State: Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes     No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes     No



3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: June 1, 2001

4. Application Number(s) or Registration Number(s).  
A. Trademark Application No(s): \_\_\_\_\_  
B. Trademark Registration No(s): 1,877,473

Additional numbers attached?  Yes     No

6. Total number of applications and registrations involved .....5

7. Total fee (37 CFR 3.41): ..... \$140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 20-1430

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

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John A. Hughes  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

07/20/2001 LNUELLER 00000111 201430 1877473  
01 FC:461 40.00 CH  
02 FC:482 100.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

John A. Hughes                      \_\_\_\_\_                      7/12/01  
Name of Person Signing                      Signature                      Date

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

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

TRADEMARK  
REEL: 2333 FRAME: 0647

1. Additional name(s) of conveying party(ies):  
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):  
(Continued from Page 1)

3. Additional application number(s) or registration number(s):  
(Continued from Page 1)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,900,210

2,074,622

2,263,354

2,340,181

## CONFIRMATION OF TRADEMARK AND COPYRIGHT ASSIGNMENT

This CONFIRMATION OF ASSIGNMENT is made effective, *nunc pro tunc*, as of June 1, 2001, among Successfactors.com, Inc. (formerly known as "Austin-Hayne Corporation"), a California corporation whose principal place of business is 2000 Alameda de las Pulgas, Suite 242, San Mateo, California 94403 (hereinafter "SFI"), Success Acquisition Corporation, a Delaware corporation whose principal place of business is 2929 Campus Dr., Suite 400, San Mateo, California 94403 (hereinafter "Assignee"), and Sand Hill Capital II, LP, with a place of business at 3000 Sand Hill Road, Suite 110, Building 2, Menlo Park, CA 94025 (hereinafter "Assignor").

WHEREAS, SFI was the owner of various marks (including common law and statutory trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress - hereinafter collectively "the Marks"), and United States applications and registrations therefor, including but not limited to the following, which were transferred to Assignee pursuant to the "Foreclosure Sale" (as defined below):

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
AUSTIN-HAYNE	(N/A)	(N/A)
AUSTIN-HAYNE CORPORATION	1,877,473	Feb. 7, 1995
EMPLOYEE APPRAISER	1,900,210	June 13, 1995
BEST MANAGER	2,074,622,	June 24, 1997
MANAGER'S RESOURCE CENTER	2,263,354	July 20, 1999
EMPLOYEE BUILDER SERIES	2,340,181	April 11, 2000
MEDIATED PROCESSES	(N/A)	(N/A)
REVIEWER	(N/A)	(N/A)

WHEREAS, SFI warrants that, immediately prior to the Foreclosure Sale, it owned all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all common law and statutory rights therein, past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks");

WHEREAS, SFI was the owner of the copyright in various copyrightable works (hereinafter "the Works"), and United States applications and registrations therefor, including but not limited to the following:

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
PERFORMANCE MANAGER	TX 5-256-922	August 2, 2000
EMPLOYEE APPRAISER	TX 3-701-238	December 28, 1993
EMPLOYEE APPRAISER	TX 5-256-818	August 2, 2000
SKILL MANAGER	TX 5-280-479	August 2, 2000
ASSESSMENT MANAGER	TX 5-241-249	August 2, 2000

WHEREAS, SFI warrants that, immediately prior to the Foreclosure Sale, it owned all rights, title and interest of every kind, nature or description in and to its contribution to the Works, all rights of copyright and/or publicity therein, including any and all past, present and future registrations and applications therefor, all rights to royalties for the licensing thereof, all rights to use or reproduce the Works in all media now or hereafter known, all rights of renewal thereof, and all claims for infringement thereof (hereinafter "All Rights in the Works");

WHEREAS, the Marks and the Works transferred pursuant to the Foreclosure Sale included all marks and all works (both as defined hereinabove) in which SFI holds any common law and/or statutory rights;

WHEREAS, pursuant to a loan agreement and various security agreements between SFI and Assignor, SFI granted to Assignor a collateral assignment and security interest in and to All Rights in the Marks and All Rights in the Works;

WHEREAS, SFI defaulted under the loan agreement and the various security agreements, and Assignor, as a holder of the collateral assignment and security interest, initiated a foreclosure proceeding against All Rights in the Marks and All Rights in the Works;

WHEREAS, on May 31, 2001, a foreclosure sale was held under Section 9504 of the California Uniform Commercial Code, and pursuant thereto, and in accordance with the Bill of Sale, dated June 1, 2001, by Assignor, in favor of Assignee, a copy of which is attached hereto as Exhibit A and is incorporated herein, Assignor acquired all right, title and interest in and to All Rights in the Marks and All Rights in the Works (the "Foreclosure Sale"); and

WHEREAS, SFI, Assignor and Assignee wish to commit and confirm the transfer and assignment of All Rights in the Marks and All Rights in the Works that occurred pursuant to the Foreclosure Sale.


NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, as of the effective date of this Assignment set out hereinabove, *nunc pro tunc*, All Rights in the Marks, and All Rights in the Works, as defined hereinabove. The rights of Assignee at common law and/or to the end of the term or terms of which registration(s) of the Marks and/or the Works may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by SFI if the Foreclosure Sale and this assignment and sale had not been made; including all claims for royalties for licensing of Marks and/or the Works, all damages by reason of past infringement(s) of the Marks and/or the Works, with the right to sue for and collect the same for its own use and benefit, and for the use, benefit and on behalf of its successors, assigns and other legal representatives.

Assignor agrees to execute all documents reasonably necessary to effectuate and maintain registrations pertaining to the Marks and/or the Works, now and in the future, provided that Assignee and not Assignor bears all costs associated therewith.

THIS SALE, ASSIGNMENT AND TRANSFER OF ALL RIGHTS IN THE MARKS AND ALL RIGHTS IN THE WORKS IS MADE "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS OR ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Without limiting the generality of the foregoing, Assignee acknowledges that Assignee is not relying on any representation or warranty of Assignor, express or implied, except that the Assignor represents and warrants that it has not sold any of the Marks or the Works except pursuant to the Foreclosure Sale.


SUCCESSFACTORS.COM, INC.

SAND HILL CAPITAL II, LP

By   
Name: ~~SEB~~ LARS DALGAARD  
Its: CEO

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

SUCCESS ACQUISITION CORPORATION

By   
Name: LARS DALGAARD  
Its: CEO

**BILL OF SALE**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers to **SUCCESS ACQUISITION CORPORATION** ("Buyer"), pursuant to Section 9504 of the California Uniform Commercial Code, all of the assets and property of **SUCCESSFACTORS.COM, INC.** ("Debtor") in which the undersigned has a security interest ("Sale Assets"), including, without limitation, the assets and property described on Exhibit A hereto.

Any taxes, fees and the like in connection with Buyer's purchase of the Sale Assets shall be the responsibility of the Buyer. The undersigned and Buyer agree that no more than two percent of the purchase price shall be allocated to tangible personal property.

**THIS SALE, ASSIGNMENT AND TRANSFER OF THE SALE ASSETS IS MADE "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS OR ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** Without limiting the generality of the foregoing, Buyer acknowledges that Buyer is not relying on any representation or warranty of the undersigned, express or implied, except that the undersigned represents and warrants that it has not previously sold the Sale Assets. Buyer shall be responsible for obtaining possession of the assets sold hereby.

This Bill of Sale is being entered into in the State of California. This Bill of Sale shall be governed by the internal laws (and not the conflict of laws rules) of the State of California. **BUYER AND THE UNDERSIGNED WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS BILL OF SALE, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

This sale is without prejudice to the rights and remedies the undersigned now has or may hereafter acquire against Debtor, or any other party, all of which are hereby expressly reserved.

June 1, 2001

**Sand Hill Capital II, LP**

By 

Name David H. Zerk

Title General Manager

## EXHIBIT A

All right, title and interest of Debtor in and to the following:

(a) All goods and equipment, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returns upon any accounts, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

(c) All contract rights and general intangibles, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, telephone numbers, domain names, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind, including, without limitation, the items listed on Schedule A attached hereto;

(d) All accounts, contract rights, royalties, license rights and all other forms of obligations owing to Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Debtor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor;

(e) All documents, cash, deposit accounts, securities, financial assets, investment property, securities accounts, securities entitlements, letters of credit, certificates of deposit, instruments and chattel paper;

(f) All copyrights, copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished; all trade secret rights, including all rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information; all mask work or similar rights available for the protection of semiconductor chips; all claims for damages by way of any past, present or future infringement of any of the foregoing, and also including, without limitation, the items listed on Schedule B attached hereto;

(g) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds and insurance proceeds thereof, and all Debtor's books relating to any of the above.

**SCHEDULE A**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EMPLOYEE BUILDER SERIES	2340181	April 11, 2000
EMPLOYEE APPRAISER	1900210	June 13, 1995
AUSTIN-HAYNE CORPORATION	1877473	February 7, 1995



**SCHEDULE B**

**Copyrights**

<b><u>Title</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
<b>EMPLOYEE APPRAISER</b>	<b>TX-3-701-238</b>	<b>December 28, 1993</b>
<b>PERFORMANCE MANAGER</b>	<b>TX 5-256-922</b>	<b>August 2, 2000</b>
<b>EMPLOYEE APPRAISER</b>	<b>TX 5-256-818</b>	<b>August 2, 2000</b>
<b>SKILL MANAGER</b>	<b>TX 5-280-479</b>	<b>August 2, 2000</b>
<b>ASSESSMENT MANAGER</b>	<b>TX 5-241-249</b>	<b>August 2, 2000</b>

CONFIRMATION OF TRADEMARK AND COPYRIGHT ASSIGNMENT

This CONFIRMATION OF ASSIGNMENT is made effective, *nunc pro tunc*, as of June 1, 2001, among Successfactors.com, Inc. (formerly known as "Austin-Hayne Corporation"), a California corporation whose principal place of business is 2000 Alameda de las Pulgas, Suite 242, San Mateo, California 94403 (hereinafter "SFI"), Success Acquisition Corporation, a Delaware corporation whose principal place of business is 2929 Campus Dr., Suite 400, San Mateo, California 94403 (hereinafter "Assignee"), and Sand Hill Capital II, LP, with a place of business at 3000 Sand Hill Road, Suite 110, Building 2, Menlo Park, CA 94025 (hereinafter "Assignor").

WHEREAS, SFI was the owner of various marks (including common law and statutory trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress - hereinafter collectively "the Marks"), and United States applications and registrations therefor, including but not limited to the following, which were transferred to Assignee pursuant to the "Foreclosure Sale" (as defined below):

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
AUSTIN-HAYNE	(N/A)	(N/A)
AUSTIN-HAYNE CORPORATION	1,877,473	Feb. 7, 1995
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EMPLOYEE BUILDER SERIES	2,340,181	April 11, 2000
MEDIATED PROCESSES	(N/A)	(N/A)
REVIEWWRITER	(N/A)	(N/A)

WHEREAS, SFI warrants that, immediately prior to the Foreclosure Sale, it owned all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all common law and statutory rights therein, past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks");

WHEREAS, SFI was the owner of the copyright in various copyrightable works (hereinafter "the Works"), and United States applications and registrations therefor, including but not limited to the following:

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ASSESSMENT MANAGER	TX 5-241-249	August 2, 2000

WHEREAS, SFI warrants that, immediately prior to the Foreclosure Sale, it owned all rights, title and interest of every kind, nature or description in and to its contribution to the Works, all rights of copyright and/or publicity therein, including any and all past, present and future registrations and applications therefor, all rights to royalties for the licensing thereof, all rights to use or reproduce the Works in all media now or hereafter known, all rights of renewal thereof, and all claims for infringement thereof (hereinafter "All Rights in the Works");

WHEREAS, the Marks and the Works transferred pursuant to the Foreclosure Sale included all marks and all works (both as defined hereinabove) in which SFI holds any common law and/or statutory rights;

WHEREAS, pursuant to a loan agreement and various security agreements between SFI and Assignor, SFI granted to Assignor a collateral assignment and security interest in and to All Rights in the Marks and All Rights in the Works;

WHEREAS, SFI defaulted under the loan agreement and the various security agreements, and Assignor, as a holder of the collateral assignment and security interest, initiated a foreclosure proceeding against All Rights in the Marks and All Rights in the Works;

WHEREAS, on May 31, 2001, a foreclosure sale was held under Section 9504 of the California Uniform Commercial Code, and pursuant thereto, and in accordance with the Bill of Sale, dated June 1, 2001, by Assignor, in favor of Assignee, a copy of which is attached hereto as Exhibit A and is incorporated herein, Assignor acquired all right, title and interest in and to All Rights in the Marks and All Rights in the Works (the "Foreclosure Sale"); and

WHEREAS, SFI, Assignor and Assignee wish to commit and confirm the transfer and assignment of All Rights in the Marks and All Rights in the Works that occurred pursuant to the Foreclosure Sale.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, as of the effective date of this Assignment set out hereinabove, *nunc pro tunc*, All Rights in the Marks, and All Rights in the Works, as defined hereinabove. The rights of Assignee at common law and/or to the end of the term or terms of which registration(s) of the Marks and/or the Works may be granted or renewed are to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by SFI if the Foreclosure Sale and this assignment and sale had not been made; including all claims for royalties for licensing of Marks and/or the Works, all damages by reason of past infringement(s) of the Marks and/or the Works, with the right to sue for and collect the same for its own use and benefit, and for the use, benefit and on behalf of its successors, assigns and other legal representatives.

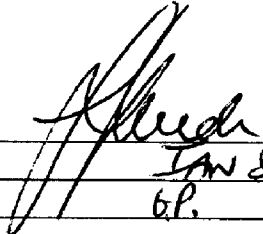
Assignor agrees to execute all documents reasonably necessary to effectuate and maintain registrations pertaining to the Marks and/or the Works, now and in the future, provided that Assignee and not Assignor bears all costs associated therewith.

THIS SALE, ASSIGNMENT AND TRANSFER OF ALL RIGHTS IN THE MARKS AND ALL RIGHTS IN THE WORKS IS MADE "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS OR ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Without limiting the generality of the foregoing, Assignee acknowledges that Assignee is not relying on any representation or warranty of Assignor, express or implied, except that the Assignor represents and warrants that it has not sold any of the Marks or the Works except pursuant to the Foreclosure Sale.

**SUCCESSFACTORS.COM, INC.**

**SAND HILL CAPITAL II, LP**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By  \_\_\_\_\_  
Name: Jan Sutton  
Its: b.p.

**SUCCESS ACQUISITION CORPORATION**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_