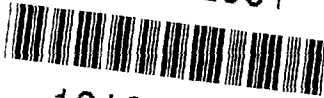


09-13-2001

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

101840343

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

1. Name of conveying party(ies): 9-4-01 Metacode Technologies, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State California Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Interwoven, Inc. Internal Address: Street Address: 1195 W. Fremont Ave, #2000 City: Sunnyvale State: CA Zip: 94087 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 (Designations 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: October 20, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached Schedule A See attached Schedule B Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Allyn Taylor, Esq. Internal Address: Gray Cary Ware & Freidenrich Street Address: 3340 Hillview Avenue City: Palo Alto State: CA Zip: 94301

6. Total number of applications and registrations involved: 13 7. Total fee (37 CFR 3.41): \$ 184.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 07-1907 Please debit deposit account only if check is deficient. Gray Cary Ware & Freidenrich (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.

Cheryl A. Goodall Name of Person Signing

Cheryl A. Goodall Signature

Sept 4 2001 Date

09/13/2001 UNELLER 0000055 071907 75884072

01 FC:481 02 FC:482

156.00 CH

40.00 DP 144.00 DP

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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Interwoven, Inc.

Trademark Law Office: 102

Serial No.: 75/884072

Filed: December 27, 1999

Mark: FAULT TOLERANT QUERY, Class 9

Attorney: John M. Garner

Box ITU NO FEE

Assistant Commissioner for Trademarks

2900 Crystal Drive

Arlington, VA 22202-3513

REVOCATION OF POWER OF ATTORNEY AND APPOINTMENT OF NEW ATTORNEY

Sir:

Applicant hereby revokes all previous powers of attorney and appoints the following attorneys of the law firm of Gray Cary Ware & Freidenrich:

Allyn Taylor, Esq., Mark F. Radcliffe, Esq., Stacy A. Snowman, Esq., Francoise Gilbert, Esq., Margaret M. Powers, Esq., Michelle R. Harbottle, Esq., Eliane Setton, Esq., Joanna L. Sacavitch, Esq., Heather A. Dunn, Esq., Ian N. Feinberg, Esq., David Dolkas, Esq. and Andrew P. Valentine, Esq. to prosecute this application to registration, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.

All correspondence concerning this application should be sent to:

Allyn Taylor, Esq.
GRAY CARY WARE & FREIDENRICH LLP
3340 Hillview Avenue
Palo Alto, California 94304-1203, U.S.A.
(650) 833-2170
ataylor@graycary.com

Interwoven, Inc.

[Signature]
David M. Allen
Vice President and Chief Financial Officer

(Date)

8/28/01

CERTIFICATE OF EXPRESS MAILING

I, Michelle Botilly
do hereby certify that the foregoing document are being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to the Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513

Signature

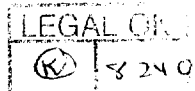
[Signature]

Express Mail Label No.

EL90495040805

Date of Deposit:

9/4/01



Country: United States

<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Client/Matter #</u>
FAULT TOLERANT QUERY	9	OA Response	75/884072	12/27/1999			2100410-900233
MAKING CONTENT INTELLIGENT	42	Office Action	76/135262	09/25/2000			2100410-900224
MAKING CONTENT INTELLIGENT	9	Office Action	76/135271	09/25/2000			2100410-900223
METAFINDER	42	Office Action	75/937538	03/07/2000			2100410-900227
METAFINDER	9	OA Response	75/937537	03/07/2000			2100410-900230
METASOURCE	9	Office Action	76/111630	08/15/2000			2100410-900226
METATAGGER	42	OA Response	75/918313	02/14/2000			2100410-900229
METATAGGER	9	OA Response	75/920679	02/15/2000			2100410-900228
SYSTEM PORTAL	9, 42	OA Response	75/680280	05/03/1999			2100410-900221
VERTICAL VOCABULARY	9	Office Action	76/120767	08/31/2000			2100410-900231
VISUAL PORTAL	9, 42	OA Response	75/680276	05/05/1999			2100410-900225
WHO KNOWS WHAT	9, 42	Notice of Allowance	75/614185	12/28/1998			2100410-900232

SCHEDULE A

Micromark Trademark Report (Registered Applications)

Report Date: 08/29/2001

<u>Country:</u> <u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Client/Matter #</u>
United States METACODE	9	Registered	75/182558	10/16/1996	2398209	10/24/2000	2100410-900222

SCHEDULE B

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of October 20, 2000 (the "**Agreement Date**") by and among Interwoven, Inc., a Delaware corporation ("**Parent**"), Melon Acquisition Corp., a Delaware corporation that is a wholly-owned subsidiary of Interwoven ("**Sub**"), and Metacode Technologies, Inc., a California corporation (the "**Company**").

RECITALS

A. The parties intend that Sub will be merged with and into the Company in a reverse triangular merger, with the Company continuing as the surviving corporation (the "**Merger**"), all pursuant to the terms and conditions of this Agreement and applicable law. The parties also intend for the Merger to be treated as a "reorganization" under Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and to be treated as a "purchase" transaction for accounting purposes.

B. The Boards of Directors of Parent, Sub and the Company have determined that the Merger is in the best interests of their respective companies and stockholders, have approved the Merger and, accordingly, have agreed to effect the Merger provided for herein upon the terms and conditions of this Agreement.

C. Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain individuals identified in Schedule C to the Company Disclosure Letter (as defined in Article III hereof) are entering into non-competition agreements (the "**Non-Competition Agreements**") with Parent, to be effective as of the Effective Time (as defined in Section 1.14).

D. Concurrently with the execution and delivery of this Agreement, the Company shareholders listed on the List of Shareholders (collectively, the "**Core Company Shareholders**" and each individually a "**Core Company Shareholder**") attached hereto as Exhibit A will each execute and deliver to Parent (i) an Investment Representation Letter in the form and substance of Exhibit B attached hereto, under which each such Core Company Shareholder will provide certain representations and warranties to Parent, and will agree to irrevocably vote all shares of Company capital stock owned by such Core Company Shareholder in favor of the Merger and the transactions contemplated by the Merger and to not transfer any shares of Company capital stock prior to consummation of the Merger (the "**Investment Representation Letter**") and (ii) an irrevocable proxy. In addition, each of the employees identified in Schedule 9.12 to the Company Disclosure Letter who is a Core Company Shareholder will execute and deliver to Parent, an agreement substantially in the form attached hereto as Exhibit F (the "**Continuation Agreement**"), under which each such employee agrees with Parent to continue as an employee of Parent following the Effective Time.

3.12(a)(i) No Disclosure.

3.12(a)(ii)(A) No Disclosure.

3.12(a)(ii)(B) No Disclosure.

3.12(a)(ii)(C) Reference is made to the disclosure in Section 3.5 hereto regarding accelerated vesting of stock options and vesting shares and to the performance of certain obligations as contained in Mr. Steding's employment agreement.

3.12(a)(ii)(D) No Disclosure.

(b) Please refer to the Software License and Service Agreement between Company and the J. Paul Getty Trust disclosed in Section 3.10(o), above.

Please refer to the Software License and Service Agreement between Company and the Eastman Chemical Company disclosed in Section 3.10(o), above.

The Software Evaluation License Agreement between Company and Nike Inc. dated March 29, 2000.

3.13 Intellectual Property.

3.13.1

3.13.1(i) No Disclosure.

3.13.1(ii) The Company is not aware of any claim to the contrary or any challenge by any other person in any foreign jurisdiction to the Company IP Rights .

The Company has not conducted searches for its trademarks on a worldwide basis. Furthermore, the Company has several trademark applications presently pending in foreign jurisdictions. Although the Company is not aware of any conflicting uses of the same or similar trademarks in any foreign jurisdiction, the Company can make no representation guaranteeing that it will secure the registrations for trademarks in any foreign jurisdiction.

The Company cannot assure that the steps the Company has taken will protect IP Rights in foreign jurisdictions or ensure that other companies or individuals in foreign jurisdictions will not independently develop or design around Company IP Rights or that third parties will not infringe the Company's IP Rights in any foreign jurisdiction.

3.13.1(iii) The Company has been using SMART, a research application owned by Cornell Research Foundation, Inc. ("Cornell"), which is generally available for public use for academic and research purposes. The Company used SMART for research and development internally, except in one instance where the Company made SMART available to a customer through access to the Company's software on the Company's server, which contains a module that includes SMART. The Company has not delivered SMART to any of the Company's customers or to any third parties and is in the process of creating its own

The Company has entered into several confidentiality Agreements, license agreements and other agreements concerning the Company's IP Rights and third party IP Rights, many of which require the return or destruction of the Company's or, as the case may be, such third party's proprietary information exchanged or provided under such agreements. The Company has not, in all cases, confirmed that such proprietary information has been destroyed or returned upon the termination of such agreements.

The following employees have not executed a company confidentiality and invention assignment agreement:

Donald DeLaura
Robin Esteban
Gary Hale
Janet Vratny

3.13.6 The Company has filed for application or obtained registrations for the trademarks, patents and internet domain names and URLs set forth on Exhibit 3.16.6 hereto.

3.13.7 No Disclosure.

(see p. 67)

3.13.8 Please refer to the software license agreements disclosed in Exhibit 3.11(i) hereto.

Please refer to the beta and software evaluation agreements disclosed in Exhibit 3.11(i) hereto.

Please refer to the database and library license agreements disclosed in Exhibit 3.11(c) hereto.

The Company has end-user license agreements with Microsoft and Installshield to embed certain files in the Company's products.

The Company also has licenses to the software used at the Company set forth in Exhibit 3.13.8 hereto.

3.13.9 The Software License Agreement between Company and Eastman Chemical Company dated September 12, 2000 and the Software License Agreement between Company and the J. Paul Getty Trust dated September 19, 2000 provide for release of Company Source Code from escrow under limited circumstances. However, execution of this Agreement, consummation of the Merger and the other transactions contemplated by this Agreement will not result in the release from escrow of any Company Source Code.

The Company recently discovered that Jean-Michel De Combe, a former employee had a portion of the Company source code to its Knowledge Map software on his computer's hard drive, which he inadvertently failed to remove from his computer prior to termination of his employment with the Company. Jean-Michel De Combe has deleted the source code from his computer and has confirmed to the Company in writing (a copy of which has been provided to Parent's counsel) that he is no longer in possession of any of the Company's source code in any

Trademarks, Patents and Internet Domain Names and URLs

1. Trademarks:

MATTER NO.	MARK	CLAS S	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	USE DATES/ RENEWAL DATES	STATUS
T001	POWERPRISM.	9	75/054458 02/07/96			Abandoned 09/10/99
T002	POWERPRISM	42	75/054459 02/07/96			Abandoned 08/20/99
T003	METACODE	9	75/182558 10/16/99			Mark allowed for registration on 08/16/00; Registration to issue in due course
T004USA9	DATAFUSION	9	74/612244 12/19/94	2,348,880 05/09/00	05/09/2006 05/09/2010	Registered
T004USA42	DATAFUSION	42	75/976951 12/19/94	2,175,767 07/21/98	07/21/2004 07/21/2008	Registered
T005	KNOWLEDGE WORLD	n/a	n/a			Application not filed
T006	INFOWORLDS	n/a	n/a			Application not filed
T007	KNOWLEDGE NETS	n/a	n/a			Application not filed
T008	KNOWLEDGE MAPS	9	75/341390 08/14/97			Abandoned 12/07/99
T009	KNOWLEDGE MAP	9	75/341391 08/14/97			Response to Office Action filed 11/23/99; letter to PTO re status on 8/22/00
T010	VISUAL THINKING TOOLS	9	75/383482 11/03/97			Abandoned 08/23/99
T011	QUESTION MACHINE	n/a	n/a			Application not filed
T012	CONTEXT CODE	n/a	n/a			Application not filed
T013	CONTENT NET	n/a	n/a			Application not filed

AGREEMENT AND PLAN OF MERGER

AMONG

INTERWOVEN, INC.

MELON ACQUISITION CORPORATION

AND

METACODE TECHNOLOGIES, INC.

OCTOBER 20, 2000

MATTER NO.	MARK	CLAS S	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	USE DATES/ RENEWAL DATES	STATUS
T014	VISUAL THINKING TOOLS	42	75/405403 12/15/97			Abandoned 08/23/99
T015	CONTEXTMAP	9	75/520620 07/17/98			Abandoned 08/27/99
T016	KNOWLEDGE CHAIN	9	75/599544 11/25/98			Abandoned 06/28/00
T017	E-COMMERCE FOR KNOWLEDGE	9, 42	75/595837 11/25/98			Response to Office Action filed 08/30/00
T018	K-MAP	n/a	n/a			Application not filed
T019	K-MAPS	n/a	n/a			Application not filed
T020	WHO KNOWS WHAT	9	75/614185 12/28/98			Response to Office Action due 12/16/00
T021	FAULT TOLERANT QUERY	9	75/884072 12/27/99			Response to Office Action due 12/16/00
T022	RHETORIX	n/a	n/a			Application not filed
T023USA9	METACODE	9	n/a			Application not filed
T023USA42	METACODE	42	n/a			Application not filed
T024USA9	METAFIND	9	n/a			Application not filed
T024USA42	METAFIND	42	n/a			Application not filed
T025USA9	METATAGGER	9	75/920679 02/15/00			Response to PTO Office Action due 01/17/2001
T025USA42	METATAGGER	42	75/918313 02/14/00			Response to PTO Office Action due 01/17/2001
T026USA9	METASAGE	9				Application not filed
T026USA42	METASAGE	42				Application not filed
T027USA9	METACODE (and Design)	9	75/918591 02/14/00			Amendment to Allege Use filed 09/06/00; response to PTO Office Action due 01/17/2001

MATTER NO.	MARK	CLAS S	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	USE DATES/ RENEWAL DATES	STATUS
T027USA42	METACODE (and Design)	42	75/918310 02/14/00			Amendment to Allege Use filed 09/06/00; response to PTO Office Action due 01/17/2001
T028USA9	METAFINDER	9	75/937537 03/07/00			Response to PTO Office Action due 02/25/2001
T028USA42	METAFINDER	42	75/937538 03/07/00			Response to PTO Office Action due 02/24/2001
T029	VISUAL PORTAL	42	75/680276 05/03/99			Response to PTO Office Action filed 09/13/00
T030USA9	METAFUSION	9	76/098906 07/27/00			Application filed with PTO 07/27/00
T030USA42	METAFUSION	9	76/098904 07/27/00			Application filed with PTO 07/27/00
T031	METASOURCE	9	76/111630 08/15/00			Application filed with PTO 08/15/00
T032USA9	METASAURUS	9	76/072739 06/19/00			Application filed with PTO 06/19/00
T032USA42	METASAURUS	42	76/072747 06/19/00			Application filed with PTO 06/19/00
T033	VERTICAL VOCABULARY	9	76/120767 08/31/00			Application filed with PTO 08/31/00
T034	VERTICAL MARKET VOCABULARY	9	76/120772 08/31/00			Application filed with PTO 08/31/00
T035	CONTENT ENHANCEMENT	n/a	n/a			No application filed
T036	SYSTEM PORTAL	42	75/680280 05/03/99			Response to PTO Office Action filed 09/13/00
T037USA9	MAKING CONTENT SMART	9				Application filed with PTO 09/25/00
T037USA42	MAKING CONTENT SMART	42				Application filed with PTO 09/25/00
T038USA9	MAKING DIGITAL CONTENT SMART	9				Application filed with PTO 09/25/00

MATTER NO.	MARK	CLAS S	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	USE DATES/ RENEWAL DATES	STATUS
T038USA42	MAKING DIGITAL CONTENT SMART	42				Application filed with PTO 09/25/00
T039USA9	MAKING CONTENT INTELLIGENT	9				Application filed with PTO 09/25/00
T039USA42	MAKING CONTENT INTELLIGENT	42				Application filed with PTO 09/25/00
T040USA9	MAKING DIGITAL CONTENT INTELLIGENT	9				Application filed with PTO 09/25/00
T040USA42	MAKING DIGITAL CONTENT INTELLIGENT	42				Application filed with PTO 09/25/00
T041USA9	ENABLING THE SEMANTIC WEB	9				Application filed with PTO 09/25/00
T041USA42	ENABLING THE SEMANTIC WEB	42				Application filed with PTO 09/25/00
T042USA9	EMPOWERING THE SEMANTIC WEB	9				Application filed with PTO 09/25/00
T042USA42	EMPOWERING THE SEMANTIC WEB	42				Application filed with PTO 09/25/00
T043USA9	METASPEAK	9				Application filed with PTO 10/11/00
T043USA42	METASPEAK	42				Application filed with PTO 10/11/00
T028AU	METAFINDER Australia	9, 42				Application filed 09/07/00
T028CA	METAFINDER Canada	9, 42				Application filed 09/07/00
T028CTM	METAFINDER European Community	9, 42				Application filed 09/07/00
T028SG9	METAFINDER Singapore	9				Application filed 09/07/00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INTERWOVEN, INC.

METACODE TECHNOLOGIES, INC.

By: *[Signature]*

By: _____

Name: David M. Allen

Name: _____

Title: Senior V.P. & CFO

Title: _____

MELON ACQUISITION CORPORATION

By: *[Signature]*

Name: David M. Allen

Title: CFO

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INTERWOVEN, INC.

METACODE TECHNOLOGIES, INC.

By: _____

By: Thomas L Steading

Name: _____

Name: THOMAS L STEADING

Title: _____

Title: CEO

MELON ACQUISITION CORPORATION

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]