

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 7, 2001, by and between COMERICA BANK-CALIFORNIA ("Bank") and RIGHTNOW TECHNOLOGIES, INC., a Delaware corporation formerly known as Net Profit, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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). 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.

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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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 Agreement grants only the security interest herein described, is not intended to and does not effect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark applications, unless such action is permitted under 15 U.S.C. § 1060.

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 registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.


GRANTOR:

RIGHTNOW TECHNOLOGIES, INC.

Address of Grantor:

40 Enterprise Blvd.
Bozeman, MT 59718

Attn: Ms. Susan Carstensen,
Chief Financial Officer

By: 
Title: CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center


By: 
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
RightNow Metrics 4.0	Pending	Pending
RightNow Web eService Center	Pending	Pending
RightNow Locator 1.0	Pending	Pending

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

PATENT APPLICATIONS

Patent Description

File No. Identification

New U.S. Design Patent
DISPLAY SCREEN FOR A COMPUTER

RNOT.72011

U.S. Patent Application Serial No. 09/751,934
AUTOMATED ADAPTIVE CLASSIFICATION SYSTEM
FOR BAYESIAN KNOWLEDGE NETWORKS

RNOT.80303

PCT Application
IMPLICIT RATING OF RETRIEVED INFORMATION
IN AN INFORMATION SEARCH SYSTEM

Docket No. 5481.01

PCT Application
TEMPORAL UPDATES OF RELEVANCY RATING
OR RETRIEVED INFORMATION IN AN
INFORMATION SEARCH SYSTEM

Docket No. 5480.01

PCT Application
USAGE BASED STRENGTH BETWEEN RELATED
INFORMATION IN AN INFORMATION RETRIEVAL
SYSTEM

Docket No. 5482.01

PCT Application
GENERATION OF RELATED INFORMATION
ITEMS FOR PROVIDING CONTEXT SENSITIVE
HELP BY COLLECTION OF USAGE DATA

Docket No. 5483.01

New U.S. Provisional Patent Application
METHOD FOR CLUSTERING AUTOMATION
AND CLASSIFICATION TECHNIQUES

RNOT.79624

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BRILLIANT ANSWERS	76/173,023	11/29/00
RIGHTNOW	2,332,767	3/21/00
RIGHTNOW TECHNOLOGIES (stylized)	2,484,836	9/4/01
SMART ASSISTANT	75/869,921	12/13/99