

05-31-2002

FORM PTO-1594

R



U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)

102107252

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

1. Name of conveying party(ies):
Egain Communications, Corp.

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

5-28-02

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

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

Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

- 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
Additional name(s) & address(es) attached? Yes No

Execution Date: 03/27/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/205,981

~~76/205,877~~

75/786,502

75/441,869

B. Trademark No.(s)

2,436,234

2,376,687

2,372,126

2,405,048

Additional numbers attached? Yes No

OFFICE OF PUBLIC RECORDS
2002 MAY 28 AM 9:52
FINANCE SECTION

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00

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.

05/30/2002 DRYRWE 00000073 76205981

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.

01 FC:481

40.00 DP

02 FC:482

175.00 DP

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

5/17/02
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 2515 FRAME: 0947

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 27, 2002 by and between SILICON VALLEY BANK ("Bank") and EGAIN COMMUNICATIONS CORP., 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 March __, 2002 (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, 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.

GRANTOR:

Address of Grantor:

714 East Evelyn Avenue
Sunnyvale, CA 94086
Attn: Harpreet Grewal, CFO

EGAIN COMMUNICATIONS CORP.

By: 

Title: CFO

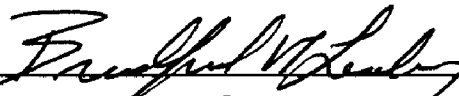
BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

EXHIBIT B

Patents

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Proactive Contact Center	76/205,981	Pending
Proactive Contact Center	76/205,877	Pending
Likelive	75/780,502	8/27/99
Wirks Everywhere	2,436,234	3/20/01
Eklone	2,376,687	8/15/00
Klong	2,372,126	8/1/00
Egain	2,405,048	11/21/00
Braindump	75/441,869	Pending

EXHIBIT A

Copyrights

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

None currently registered

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Autonomous learning and reasoning agent	5852814	12/22/98
Integration of case-based search into help database	5701399	12/23/97
Autonomous learning and reasoning agent	5586218	12/17/96
Case-based reasoning system	5581664	12/3/96

EXHIBIT C

Trademarks

Description

(See Attachments)

Registration/
Application
Number _____

Registration/
Application
Date _____