

7-24-03

07-24-2003

To the Honorable Commissioner of Pa



documents or copy thereof.

1. Name of conveying party(ies):  
PRIMUS KNOWLEDGE SOLUTIONS, INC.  
  
Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State: WASHINGTON  
Other:  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

102505243

party(ies):

Name: COMERICA BANK,  
formerly known as Imperial Bank  
Address: 9920 S. LA CIENEGA BLVD., SUITE 1401  
City: INGLEWOOD State: CA Zip: 90301

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

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 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

Execution Date: April 30, 1999

4. Application number(s) or trademark number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/475,069                      75/907,004  
75/907,003                      75/907,002  
75/866,655                      75/862,345  
75/862,344                      75/482,295

Additional numbers attached?  Yes  No

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

6 Total number of applications and registrations involved: 8

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
4365 Executive Drive, Suite 1100  
San Diego, California 92121-2133

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.

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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

July 24, 2003  
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

07/24/2003 6TON11 00000063 75475069

01 FC:0521 40.00 OP  
02 FC:0522 173.00 OP

AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 1999 by and between IMPERIAL BANK ("Bank") and PRIMUS KNOWLEDGE SOLUTIONS, INC. a Washington 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 as of March 20, 1998, and in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as both may be amended, modified or supplemented from time to time, the "Loan Agreements"; capitalized terms used herein are used as defined in the Loan Agreements). 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 of Borrower to secure the obligations of Grantor under the Loan Agreements.

B. Grantor, under its former name Primus Communications Corporation, and Bank are parties to that certain Intellectual Property Security Agreement dated as of March 20, 1998 with a Recordation Date of April 1, 1998 and a Reel/Frame Number of 1715/0886 ("the Original Agreement"). Grantor and Bank wish to amend and restate the terms of the Original Agreement and to amend Grantor's name to read: Primus Knowledge Solutions, Inc. This Agreement sets forth the terms on which Bank and Borrower shall amend and restate the terms of the Original Agreement, and Grantor will grant 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 Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, 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 Trademarks listed on Schedule 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 Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements 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 Agreements 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 Agreements 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.

This Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

This Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

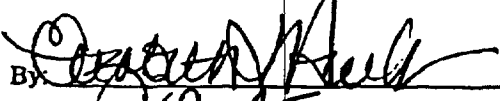
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1601 Fifth Avenue, Suite 1900  
Seattle, WA 98101  
Attn: Michael A. Brochu

GRANTOR:

PRIMUS KNOWLEDGE SOLUTIONS, INC.

By:   
Title: VP-CFO

Address of Bank:

9920 S. LaCienega Blvd. Suite 628  
Inglewood, CA 90301  
Attn: Legal Department

BANK:

IMPERIAL BANK

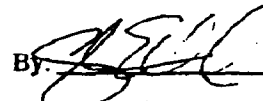
By:   
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SolutionBuilder® Software, Version 1.0	TX 4805946	6/26/98
SolutionExplorer™ Software, Version 1.0	TX 4805945	6/26/98
SolutionPublisher® Software, Version 1.0	TX 4805944	6/26/98
SolutionBuilder® Software, Version 2.0	TX 4806281	6/26/98
SolutionExplorer™ Software, Version 2.0	TX 4806282	6/26/98
SolutionPublisher® Software, Version 2.0	TX 4806284	6/26/98
SolutionBuilder® Software, Version 3.0		3/16/99
SolutionExplorer™ Software, Version 3.0		3/16/99
SolutionPublisher® Software, Version 3.0		3/16/99
SolutionBuilder® Software, Version 3.1		3/01/99
SolutionExplorer™ Software, Version 3.1		3/01/99
SolutionPublisher® Software, Version 3.1		3/01/99
SolutionExplorer Software Version 3.6	TX 5-135-876	
SolutionPublisher Software	TX 5-135-875	
Interchange Software	TX 5-151-763	
Interchange Chat 1.1 Software	TX 5-246-385	
SolutionAdmin Software	TX 5-150-815	

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Gray Cary\PA\901820.5  
1090371-904500

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PRIMUS	2,136,510	02/17/98
PRIMUS	2,148,501	04/07/98
PRIMUS LOGO	2,223,717	02/16/99
SHARING KNOWLEDGE WORLDWIDE	2,023,863	12/17/96
SOLUTIONBUILDER	1,909,857	08/08/95
SOLUTIONBUILDER & Design	2,101,263	09/30/97
SOLUTIONFINDER	1,982,345	06/25/96
SOLUTIONMANAGER	2,027,845	12/31/96
SOLUTIONNET	1,909,858	08/08/95
SOLUTIONPUBLISHER	2,069,721	06/10/97
SOLUTIONTEAM	2,128,932	01/13/98
SOLUTIONWIZARD	2,093,088	09/02/97
SOLUTIONX	2,222,446	02/09/99
SOLUTIONEXPLORER	75/353,506	09/08/97
SOLUTIONSERIES	75/383,675	11/03/97
MISCELLANEOUS DESIGN	75/482,294	05/08/98
PRIMUS KNOWLEDGE SOLUTIONS	75/475,069	04/27/98
SERVE THEM RIGHT	76/064,758	06/06/00
SERVE THEM RIGHT	76/064,593	06/06/00
SUPPORTCHANGE.COM	76/036,254	04/27/00
SUPPORTCHANGE.COM	76/036,253	04/27/00
SALESCHANGE.COM	76/036,252	04/27/00
SALESCHANGE.COM	76/036,251	04/27/00
ROI = REAL OPPORTUNITIES ON THE INTERNET	75/943,227	03/13/00
MARKETCHANGE.COM	75/943,226	03/13/00
ROI = REAL OPPORTUNITIES ON THE INTERNET	75/943,225	03/13/00
VALUE DRIVEN ESERVICE	75/919,324	02/15/00
VALUE DRIVEN ESERVICE	75/919,323	02/15/00
PRIMUS	75/907,004	02/01/00
PRIMUS	75/907,003	02/01/00
PRIMUS	75/907,002	02/01/00
PRIMUS	75/866,655	12/08/99
PRIMUS	75/862,345	12/02/99
PRIMUS	75/862,344	12/02/99
PRIMUS KNOWLEDGE SOLUTIONS	75/482,295	05/08/98

# GRAYCARY

4365 Executive Drive, Suite 1100  
San Diego, CA 92121-2133  
www.graycary.com

O] 858-638-6717  
F] 858-677-1401

OUR FILE NO. 1090371-904500

July 24, 2003

VIA FEDERAL EXPRESS

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

**Re: Grantor: Primus Knowledge Solutions, Inc.**  
**Secured Party: Comerica Bank (formerly known as Imperial Bank)**

Dear Sir or Ms:

Enclosed please find the following documents:

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

Also included is a check to cover recordation fees. Please record these documents and return the original Notice of Recordation to me at the above-listed address after the security interest has been recorded.

Sincerely,

**Gray Cary Ware & Freidenrich LLP**



Erin O'Brien, Paralegal  
eobrien@graycary.com

epo:  
Enclosures

cc: Ms. Deborah L. Sweely (w/enclosures)  
Mr. Piyush Sangani (w/enclosures)  
Heather Gaede Regoli, Esq. (w/o enclosures)

Gray Cary\PA\10311627.1  
1090371-904500

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Trademark Registration No.: 1,423,310  
Registrant: American Eurocopter Corporation  
Title: AEROLEASE

Mail Stop Assignment  
Recordation Services  
Director of the US Patent and  
Trademark Office  
PO Box 1450  
Alexandra, VA 22313-1450

Dear Sir:

**REQUEST FOR CORRECTED ASSIGNMENT RECORDATION**

Upon review of the enclosed Recordation, evidencing the recordation of a merger document for the above-identified trademark registration, we noticed an error in the identification of one of the Trademark Registration Numbers. Therefore, we have prepared a new Recordation Form Cover Sheet, Form PTO-1594 with the correct trademark registration number shown in box 4B. We also enclose a copy of the documents which evidence the prior recordation on Reel 1203/Frame 312-317, dated August 18, 1994.

We respectfully request that the Registration Number be corrected and that the document be derecorded with respect to Registration Number 1,432,310. This error was unintentional and was not the fault of the United States Trademark Office. Therefore, we enclosed a check in the amount of \$40.00 to cover the recordation fee. The Commissioner is hereby authorized to credit



the deposit account for any shortage in fees or debit our account for any overpayments. Our

Deposit Account Number is 12-1781.

Respectfully submitted,



Martin Korn  
Registration No. 28,317

Date: July 23, 2003

LOCKE LIDDELL & SAPP LLP

2200 Ross Avenue, Suite 2200

Dallas, Texas 75201

214/740-8000 Telephone

214/740-8800 Facsimile

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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):

Aerospatiale Helicopter Corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: JUNE 26, 1992

2. Name and address of receiving party(ies)

Name: American Eurocopter Corporation

Internal \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 2701 Forum Drive

City: Grand Prairie State: TX Zip: 75052-7099

- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

1,423,310

Additional number(s) attached  Yes  No

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

Name: Martin Korn

Internal Address: Locke Liddell & Sapp LLP

Street Address: 2200 Ross Ave., Ste. 2200

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1781

**DO NOT USE THIS SPACE**

9. Signature.

Martin Korn

Name of Person Signing

Zlati Kan

Signature

July 23, 2003

Date

Total number of pages including cover sheet, attachments, and document: 7



40-481  
50-482

TRADEMARKS

Case Docket No. 6022.41

D

Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:  
Aerospatiale Helicopter Corporation

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

2. Name and Address of Party(ies) receiving an interest:  
Name: American Eurocopter Corporation  
Street Address: 2701 Forum Drive  
City: Grand Prairie  
State: TX Zip: 75062-7099

Entity:  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Delaware 03 DE  
 Other \_\_\_\_\_  
 Citizenship \_\_\_\_\_

3. Interest conveyed: 4b  
 Assignment  Change of Name  
 Security Agreement  Merger  
 Other \_\_\_\_\_

Application number(s) or registration number(s). Additional sheet attached?  Yes  No  
A. Trademark Application No.(s) B. Trademark Registration No.(s)  
1078,860  
1121,811  
1432,310

4. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Warren B. Kice  
Street Address: 901 Main Street, Suite 3100  
City: Dallas  
State: TX Zip: 75202-3789

5. Number of applications and registrations involved: 3

6. Amount of fee enclosed or authorized to be charged: \$ 90.00

7. The Commissioner is hereby authorized to charge any additional fees necessitated by this recordation or to credit any overpayment to deposit account number 08-1894.

8. Date of execution of attached document: June 24, 1993

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.

Executed on: Aug. 12, 1994

89183207

Signature [Signature]  
080 WC 08/30/94 1078860  
4-0136963.01 080 WC 08/30/94 1078860

Warren B. Kice  
Name of Person Signing  
0 481 40.00 CK  
0 482 50.00 CK

RECEIVED  
51 AUG 31 AM 10:20  
ASSIGNMENT DIVISION  
TRADEMARK

REEL 1203 FRAME 312

State of TEXAS  
County of TARRANT } SS.

JOSEPH F. FITZPATRICK

(Name of custodian of original document)

hereby swear (or affirm) that the attached reproduction of  
CERTIFICATE OF MERGER OF MBB HELICOPTER CORPORATION AND AEROSPATIALE  
HELICOPTER CORPORATION WITH AND INTO AMERICAN EUROCOPTER CORPORATION  
(4 pages)

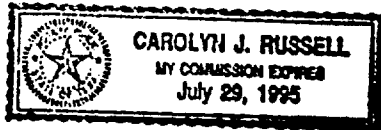
(Description of original document with number of pages)

is a true, correct, and complete photocopy of a document in my possession.

*Joseph F. Fitzpatrick* 2701 Southland  
Chandler, TX  
(Signature and address of custodian of original document)

Subscribed and sworn (or affirmed) to before me this

3RD day of AUGUST 19 94



*Carolyn J. Russell*  
(Notary's Signature)

TRADEMARK

REEL 1203 FRAME 313

061989

REGISTERED 19928  
State of Delaware

PAGE 1



### Office of Secretary of State

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER OF "AEROSPATIALE HELICOPTER CORPORATION" AND "MBB HELICOPTER CORPORATION" MERGING WITH AND INTO "AMERICAN EUROCOPTER CORPORATION" UNDER THE NAME OF "AMERICAN EUROCOPTER CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF JUNE, A.D. 1992, AT 8:30 O'CLOCK A.M.

.....

REEL 1203 FRAME 314  
TRADEMARK



*Michael Ratchford*

SECRETARY OF STATE  
AUTHENTICATION: \*3500203  
DATE: 06/26/1992

921785016

TRADEMARK

11 1024107

EX 1311768929

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 08:30 AM 06/26/1992  
921785016 - 2288648

CERTIFICATE OF MERGER

OF

MBB HELICOPTER CORPORATION

AND

AEROSPATIALE HELICOPTER CORPORATION

WITH AND INTO

AMERICAN EUROCOPTER CORPORATION

---

Pursuant to Section 251 of the General  
Corporation Law of the State of Delaware

---

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, American Eurocopter Corporation, a Delaware corporation ("AEC"), does hereby certify the following information relating to the merger (the "Merger") of MBB Helicopter Corporation, a Delaware corporation ("MHC"), and Aerospatiale Helicopter Corporation, a Delaware corporation ("AHC"), with and into AEC.

FIRST: The name and state of incorporation of each of the constituent corporations to the Merger are as follows:

TRADEMARK

REEL 1203 FRAME 315

<u>Name</u>	<u>State of Incorporation</u>
American Eurocopter Corporation	Delaware
MBB Helicopter Corporation	Delaware
Aerospatiale Helicopter Corporation	Delaware

SECOND: The Agreement of Merger, dated as of June 24, 1992 (the "Merger Agreement"), among AEC, MHC and AHC, setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Sections 228 and 251(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the Merger is American Eurocopter Corporation.

FOURTH: Pursuant to the Merger Agreement, the Certificate of Incorporation of American Eurocopter Corporation in effect immediately prior to the Effective Time (as defined in the Merger Agreement) of the Merger shall be the Certificate of Incorporation of the surviving corporation of the Merger; provided, however, that the first full paragraph of Article FOURTH of such Certificate of Incorporation shall be amended to read in its entirety as follows:

"FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 10,000 shares of Common Stock, each having a par value of \$.01 per share, and 10,000 shares of Preferred Stock, each having a par value of \$.01 per share."

FIFTH: An executed Merger Agreement is on file at the principal place of business of the surviving corporation, which is located at 2701 Forum Drive, Grand Prairie, Texas 75053.

SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation, on request and

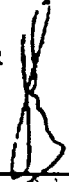
EX 131189931

without cost, to any stockholder of any of the constituent corporations.

SEVENTH: This Certificate of Merger, and the Merger, shall not become effective until 12:01 a.m., local time, on the day immediately following the date on which this Certificate of Merger is filed.

IN WITNESS WHEREOF, American Eurocopter Corporation has caused this Certificate of Merger to be executed in its corporate name by its duly authorized officer, this 24<sup>th</sup> day of June, 1992.

AMERICAN EUROCOPTER CORPORATION

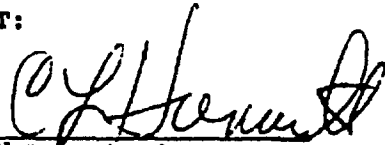


By:

Name: Guy Eissautier  
Title: Chairman of the Board

ATTEST:

By:

  
Name: Charles L. Hunnicutt  
Title: Secretary

RECORDED  
PATENT AND TRADEMARK  
OFFICE

AUG 18 1994

TRADEMARK

REEL 1203 FRAME 317