

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Art Technology Group, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank dba Silicon Valley East

Internal

Address:

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other California-Chartered Bank

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 1/31/04

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,639,976

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis, Hwy.
Suite 505

City: Arlington State: VA Zip: 22202

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:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki
Name of Person Signing

Christopher E. Kondracki
Signature

3/12/04
Date

Total number of pages including cover sheet, attachments, and document: 24

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

CH \$40.00 193545 2639976

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "IP Agreement") is made as of the 31 day of January, 2004 by and between **ART TECHNOLOGY GROUP, INC.**, a Delaware corporation with its principal place of business at 25 First Street, Cambridge, Massachusetts 02141 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("Lender"). This Amended and Restated Intellectual Property Security Agreement amends and restates a certain Intellectual Property Security Agreement dated as of June 13, 2002, by and between Grantor and Lender.

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Amended and Restated Loan and Security Agreement dated as of June 13, 2002, between Grantor and Lender, as amended by a certain First Loan Modification Agreement dated as of September 27, 2002, as further amended by a certain Amendment dated as of October __, 2002, as further amended by a certain Second Loan Modification Agreement dated as of December 24, 2002, as further amended by a certain Third Loan Modification Agreement dated as of October 20, 2003, and as further amended by a certain Fourth Loan Modification Agreement dated as of November 26, 2003, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral

agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

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

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order; (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender does not know that the third party is prohibited from disclosing the information.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

25 First Street, Cambridge, Massachusetts

GRANTOR:

ART TECHNOLOGY GROUP, INC.

By: Edward Terino

Name: Edward Terino

Title: Chief Financial Officer

56120/168
810932.1

Exhibit "A" attached to that certain Amended and Restated Intellectual Property Security Agreement dated January 21, 2004.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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NONE

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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NONE

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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ALL DYNAMO VERSIONS

Exhibit "B" attached to that certain Amended and Restated Intellectual Property Security Agreement dated January 31, 2004.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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~~NONE~~

SEE ATTACHED EXHIBIT

Granted Patents

Wednesday, July 02, 2003
Client: 101957 Art Technology Group, Inc.

Priority Matter No/Subcase	Country	Patent Number	Status	Attorney/s
101957.140/1 101957.140 US1	United States of America ORD	6574790 03-Jun-2003	Granted 10-Dec-2018	MBJ MAD
Title: SYSTEM AND METHOD FOR INTERFACING AND SEPARATING FORMATTED CONTENT AND PROGRAM CODE				
101957.164/1 101957.164 US1	United States of America ORD	6539494 25-Mar-2003	Granted 17-Jun-2019	DRS MAD
Title: INTERNET SERVER SESSION BACKUP APPARATUS				
101957.169/1 101957.169 US1	United States of America ORD	6587849 01-Jul-2003	Granted 10-Dec-2019	DRS
Title: METHOD AND SYSTEM FOR CONSTRUCTING PERSONALIZED RESULT SETS				
101957.170/1 101957.170 US1	United States of America ORD	6560717 06-May-2003	Granted 10-Dec-2019	DRS DRS
Title: METHOD AND SYSTEM FOR LOAD BALANCING AND MANAGEMENT				

Exhibit "C" attached to that certain Amended and Restated Intellectual Property Security Agreement dated January 31, 2004.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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SEE ATTACHED EXHIBIT



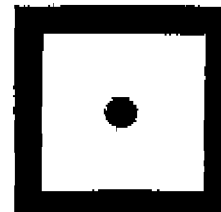
Service Marks and Trademarks Owned by Art Technology Group, Inc.

as of July 2003

Mark	Country	Regis. No.	Regs. Date	Goods	Status
ATG	United States	2243125	05/04/99	Global network computer programs and computer programs for use in enhancing the capability of global network servers in Class 9	Section 8 Affidavit 05/04/05
DYNAMO	European Community	927137	01/26/01	Computer programs for use in developing applications used in globally interconnected computer networks and in developing data-base-driven applications; computer programs for use in creating and enhancing information sites in globally interconnected computer networks in Class 9	Renewal due 09/10/08
DYNAMO	United States	215205	05/05/98	Computer programs for use in developing applications used in globally interconnected computer networks and in developing database-driven applications; computer programs for use in creating and enhancing information sites in globally interconnected computer networks in Class 9	Section 8 Affidavit 05/05/04
MISCELLANEOUS DESIGN (dot in box)	European Community	1210566	09/12/00	Computer programs for use in creating and administering on line advertising and for creating and developing customer profiles; global network computer programs and computer programs for enhancing the capability of global networks servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing and managing on-line store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications in Class 9	Renewal due 06/11/09
MISCELLANEOUS DESIGN (dot in box)	Norway	199900	10/14/99	Computer programs for use in creating and administering online advertising and for creating and developing customer profiles; global network computer programs and computer programs for enhancing the capability of global networks servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing and managing on-line store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications in Class 9	Renewal due 10/14/09

Service Marks and Trademarks Owned by Art Technology Group, Inc.

as of July 2003

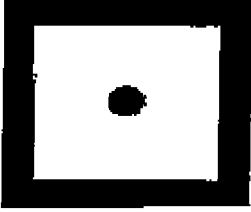

Mark	Country	Regis. No.	Regis. Date	Goods	Status
MISCELLANEOUS DESIGN (dot in box) 	South Africa	99/10391	10/08/02	Computer programs for use in creating and administering online advertising and for creating and developing customer profiles; global network computer programs and computer programs for enhancing the capability of global network servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications in Class 9	Renewal due 06/11/09
MISCELLANEOUS DESIGN (dot in box) 	Switzerland	463379	02/08/00	Computer programs for use in creating and administering on line advertising and for creating and developing customer profiles; global network computer programs and computer programs for enhancing the capability of global networks servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing and managing on-line store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications in Class 9	Renewal due 06/14/09
MISCELLANEOUS DESIGN (dot in box) 	United States	2485731	09/04/01	Computer programs for use in creating and administering online advertising and for creating and developing customer profiles; computer programs for use in enhancing the capability of global network servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications in Class 9	Section 8 Affidavit due 09/04/07

**Service Marks and Trademarks Owned by Art Technology Group, Inc.
as of July 2003**

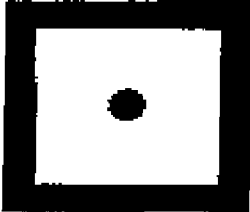

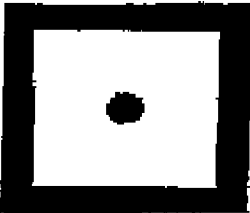
Pending Applications

Mark	Country	Serial No.	Filing Date
DYNAMO	South Africa	99/07313	04/30/99

Issued Registrations

Mark	Country	Regis. No.	Regis. Date
AD STATION	United States	2252984	06/15/99
ART TECHNOLOGY GROUP	European Community	926873	01/17/00
ART TECHNOLOGY GROUP	Japan	4398974	07/14/00
ART TECHNOLOGY GROUP	Norway	207761	04/05/01
ART TECHNOLOGY GROUP	South Africa	1999/07311	05/07/02
ART TECHNOLOGY GROUP	United States	2699976	10/22/02
ATG	European Community	1158021	07/17/00
ATG	Japan	4577683	06/21/02
ATG	Norway	200299	11/15/99
ATG	South Africa	1999/07312	05/07/02
ATG	United States	2243125	05/04/99
DYNAMO	European Community	927137	01/26/01
DYNAMO	United States	2155205	05/05/98
MISCELLANEOUS DESIGN (dot in box)	European Community	1210566	09/12/00
			
MISCELLANEOUS DESIGN (dot in box)	Norway	199900	10/14/99
			

**Service Marks and Trademarks Owned by Art Technology Group, Inc.
as of July 2003**

<u>Mark</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Regis. Date</u>
MISCELLANEOUS DESIGN (dot in box) 	South Africa	99/10391	10/08/02
MISCELLANEOUS DESIGN (dot in box) 	Switzerland	468379	02/08/00
MISCELLANEOUS DESIGN (dot in box) 	United States	2485731	09/04/01
PROFILE STATION	United States	2238533	04/13/99
RETAIL STATION	United States	2238537	04/13/99

Service Marks and Trademarks Owned by Art Technology Group, Inc.
as of July 2003

Mark	Country	Serial No.	Filing Date	Goods	Status
DYNAMO	South Africa	99/07313	04/30/99	Computer programs for use in developing applications used in globally interconnected computer networks and in developing database-driven applications; computer programs for use in creating and enhancing information sites in globally interconnected computer networks in Class 9	Published

Service Marks and Trademarks Owned by Art Technology Group, Inc.
as of July 2003

Mark	Country	Regs. No.	Regis. Date	Goods	Status
AD STATION	United States	2252984	06/15/99	Computer programs for use in creating and administering online advertising and for creating customer profiles in Class 9	Section 8 Affidavit due 06/15/05
ART TECHNOLOGY GROUP	European Community	926873	01/17/00	Computer programs for use in creating and administering online advertising and for creating and developing customer profiles; global network computer programs and computer programs for use in enhancing the capability of global network servers; computer programs for personalising information to potential customers; computer programs for use in building, customising and managing online store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database driven applications in Class 9	Renewal due 09/10/08
ART TECHNOLOGY GROUP	Japan	4398974	07/14/00	Computer programs for use in creating and administering online advertising and for creating and developing customer profiles; global network computer programs and programs for use in enhancing the capability of global network servers; computer programs for personalizing information to potential customers; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications; applied electronic machines and instruments, electrical communication machines and apparatus, toys for television games for home use, records in Class 9	Renewal due 07/14/10
ART TECHNOLOGY GROUP	Norway	207761	04/05/01	Computer programs for use in creating and administering online advertising and for creating and developing customer profiles; computer programs for use in enhancing the capability of global network servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications in Class 9	Renewal due 04/05/11

Service Marks and Trademarks Owned by Art Technology Group, Inc.
as of July 2003

Mark	Country	Regis. No.	Regis. Date	Goods	Status
ART TECHNOLOGY GROUP	South Africa	1999/07311	05/07/02	Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computer, including computer programs of all kinds including but not limited to computer programs for use in creating and administering online advertising and for creating and developing customer profiles; global network computer programs and computer programs for use in enhancing the capability of global network servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications in Class 9	Renewal due 04/30/09
ART TECHNOLOGY GROUP	United States	2639976	10/22/02	Computer programs for use in creating and developing customer profiles; computer programs for use in enhancing the capability of global network servers; computer programs for personalizing information to potential customers; computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and enhancing information sites and developing applications used in globally interconnected computer networks and in developing database-driven applications in Class 9	Section 8 Affidavit due 10/22/08
ATG	European Community	1158021	07/17/00	Global network computer programs and computer programs for use in enhancing the capability of global network servers in Class 9	Renewal due 04/30/09
ATG	Japan	4577683	06/21/02	Memory media storing global network computer programs and computer programs for use in enhancing the capability of global network servers in Class 9	Renewal due 06/21/12
ATG	Norway	200299	11/15/99	Global network computer programs and computer programs for use in enhancing the capability of global network servers in Class 9	Renewal due 11/15/09
ATG	South Africa	1999/07312	05/07/02	Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers, computer programs of all kinds including but not limited to global network computer programs and computer programs for use in enhancing the capability of global network servers in Class 9	Renewal due 04/30/09

Service Marks and Trademarks Owned by Art Technology Group, Inc.
as of July 2003

Mark	Country	Regis. No.	Regis. Date	Goods	Status
PROFILE STATION	United States	2238533	04/13/99	Computer programs for developing customer profiles and for personalizing information to potential customers in Class 9	Section 8 Affidavit due 04/13/05
RETAIL STATION	United States	2238537	04/13/99	Computer programs for use in building, customizing, and managing online store fronts in Class 9	Section 8 Affidavit due 04/13/05

Abandoned Marks of Art Technology Group, Inc.
as of July 2003

Mark	Country	Serial No.	Filing Date	Goods	Status
DYNAMO	Japan	11-42670	05/13/99	Magnetic memory media storing computer programs for use in developing applications used in globally interconnected computer networks and in developing database-driven applications; magnetic memory media storing computer programs for use in creating and enhancing information sites in globally interconnected computer networks	Abandoned per L. Handman 08/01/01
DYNAMO	Norway	1999/04426	05/04/99	Computer programs for use in developing applications used in globally interconnected computer networks and in developing database-driven globally interconnected computer networks	Abandoned per L. Handman 10/17/02
PERSONALIZATION CONTROL CENTER	United States	75/548301	09/04/98	Computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and administering online advertising and for creating customer profiles; computer programs for developing customer profiles and for personalizing to potential customers	Abandoned per L. Handman 12/23/01
PERSONALIZATION SYSTEM	United States	75/548043	09/04/98	Computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and administering online advertising and for creating customer profiles; computer programs for developing customer profiles and for personalizing to potential customers	Abandoned per D. Brown 01/12/99
RELATIONSHIP COMMERCE	United States	75/403997	12/11/97	Computer programs for use in building, customizing, and managing online store fronts; computer programs for use in creating and administering online advertising and for creating customer profiles; computer programs for developing customer profiles and for personalizing information to potential customers	Abandoned per L. Handman 08/16/00

Exhibit "D" attached to that certain Amended and Restated Intellectual Property Security Agreement dated January 31,
2004.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>

NONE

Exhibit "E" attached to that certain Amended and Restated Intellectual Property Security Agreement dated January 31, 2004.

EXHIBIT "E"

LICENSES

SEE ATTACHED EXHIBIT

810922.1

EXHIBIT E

Licenses - The following is a list of software that is licensed by ATG:

1. Adobe Photoshop
2. Adobe Illustrator
3. Visual Cafe 4
4. Timbuktu Pro
5. MS Visual J++
6. Sybase Adaptive Server
7. Install Shield 2000 Professional
8. MS Powerpoint 2000
9. DAVE
10. Adobe Premier
11. Adobe Image Ready
12. Adobe Persuasion
13. Adobe After Effects
14. Macromedia Director 6
15. Macromedia Director 7
16. MS Visual Basic 6.0
17. PC Anywhere
18. File Maker Pro
19. Stronghold
20. Adobe Live Motion
21. Macromedia Dreamweaver
22. MS Front Page
23. Optimize It
24. ~~Org Plus~~
25. MS Windows 98/NT/NT Workstation/2000/XP & Server
26. Oracle Apps (HR, Financials)
27. Evolve
28. Sales Logix
29. Applix
30. Hyperion
31. MS Office
32. Windows 2000 Workstation and Server
33. Microsoft Project
34. Visio/Technical/2000
35. Microsoft SQL Server
36. Eudora
37. Norton AntiVirus
38. WinZip
39. Web Timesheets
40. Hummingbird Exceed
41. Secure CRT
42. Norton Utilities
43. VMWare
44. Adobe Acrobat 4.0
45. Macromedia Firworks
46. J. Builder 4 Enterprise Borland
47. Quark Xpress
48. Macromedia Flash
49. Red Hat Linux
50. Sybase Power Designer
51. Sybase Adaprive Servier

52. DB2 Database
53. Informix Database
54. Legaro Backup
55. Veritas Filesystem
56. Interwoven
57. Sun Solaris
58. IBM AIX
59. HP HPUX
60. KBACE
61. Perforce
62. Sybase Full Text Search
63. IBM Websphere
64. Citrix
65. BEA WebLogic
66. Merant JDBC
67. ~~FileMaker Pro~~
68. Togethersoft
69. Strake Software JClass
70. Network Appliance WAFL, NFS, CIFS
71. Igrafix Chart
72. Symantec Ghost

Footprints
 Org Publisher
 Crystal Enterprise
 Hyperion Essbase
 Hyperion Pillar
 Mercury Interactive
 Autonomy Search
 DB Visualizer