

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KindMark Acquisition, LLC		08/13/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Kintera, Inc.
Street Address:	9605 Scranton Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2804365	POWERPAC
Registration Number:	2779337	COMMUNITYPOWER
Registration Number:	2779336	POWERGIVING SYSTEM
Registration Number:	2701095	KINDMARK
Registration Number:	2729943	KM
Serial Number:	76201179	THE STANDARD FOR GIVING

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6538
Email: rlal@mofo.com
Correspondent Name: Jennifer Lee Taylor
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

CH \$165.00 2804365

NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	06/13/2005
Total Attachments: 5 source=58182-2400000 - Kindmark to Kintera#page1.tif source=58182-2400000 - Kindmark to Kintera#page2.tif source=58182-2400000 - Kindmark to Kintera#page3.tif source=58182-2400000 - Kindmark to Kintera#page4.tif source=58182-2400000 - Kindmark to Kintera#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into this 13th day of August, 2004, by and between KindMark Acquisition, LLC, a Delaware limited liability company ("Assignor"), and Kintera, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated the date hereof (the "Purchase Agreement") for the sale by Assignor of the Assets (as defined in Section 1.1 of the Purchase Agreement) (initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement); and

WHEREAS, the execution and delivery of this Intellectual Property Assignment is a closing delivery to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to the intellectual property set forth in Schedule A attached hereto and by this reference incorporated herein (the "Intellectual Property").

2. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

3. From time to time after the date hereof, Assignor will execute and deliver, or cause its affiliates to execute and deliver, to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents (except for such consents set forth in the Seller Disclosure Schedule), assurances, and other instruments as may be reasonably requested by Assignee or its counsel in order to vest in Assignee all right, title and interest of Assignor in and to the Intellectual Property in order to carry out the purpose and intent of this Intellectual Property Assignment.

4. This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, constitute the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersede and replace any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Intellectual Property Assignment to the contrary, nothing contained in this Intellectual Property Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, reduce or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set

forth in the Purchase Agreement nor shall this Intellectual Property Assignment reduce, expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Intellectual Property Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

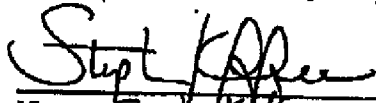
5. This Intellectual Property Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflicts-of-laws principles (other than any provisions thereof validating the choice of the laws of the State of California in the governing law).

6. This Intellectual Property Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

KINDMARK ACQUISITION, LLC
a Delaware limited liability company


Name: Stephen Baker
Title: CEO

KINTERA, INC.
a Delaware corporation

Name: Harry E. Gruber, M.D.
Title: President and Chief Executive Officer

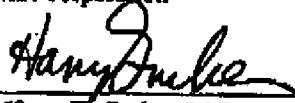
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

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

KINDMARK ACQUISITION, LLC
a Delaware limited liability company

Name: _____
Title: _____

KINTERA, INC.
a Delaware corporation



Name: Harry F. Gruber, M.D.
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE A

INTELLECTUAL PROPERTY

1. Seller's intellectual property rights in the following:

(a) The Indigo Software (as defined in the Indigo Agreement);

(b) Seller's operating system and SQL software installed on the computers and hardware that Kintera will acquire pursuant to this Agreement and under the GE Leases; and

(c) The patents, trademarks, service marks, copyrights, works of authorship, logos, trade names, trade secrets, proprietary information, know-how and other intellectual property rights necessary for the performance of the services under the Services Agreement, including (i) KindMark, PowerGiving System, ROPI and other related product names and tag lines, and (ii) the following registered or pending trademarks:

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
2804365	POWERPAC	January 13, 2004
2779337	COMMUNITYPOWER	November 4, 2003
2779336	POWERGIVING SYSTEM	November 4, 2003
2701095	KINDMARK	March 25, 2003
2729943	KM	June 24, 2003
76/201179	THE STANDARD FOR GIVING	January 29, 2001

(d) The KindMark platform developed by KindMark and all database tools that are used by KindMark to support customer service activities.