

01-05-2006

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103151174

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

01-05-2006

1. Name of conveying party(ies):
Silicon Valley Bank

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

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s): **12/06/2005**

Execution Date(s): 12/06/2005

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

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

Kana Communications, Inc.
Additional name(s) of conveying parties attached? Yes No
Name: **Kana Communications, Inc.**
Internal Address

Street Address: **181 Constitution Drive**

City **Menlo Park**
State **California**
Country **USA**
Zip **94025**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

OFFICE OF PUBLIC RECORDS
2005 DEC 30 AM 10:11
FINANCE SECTION

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)
75564799

B. Trademark Registration No.(s)
2239545 2540878

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): **Attached hereto as "Exhibit C"**

Additional sheets attached? Yes No

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

Name: **Silicon Valley Bank**
Internal Address: **Loan Collateral HF154**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **CA** ZIP: **95054**
Phone Number: **(408) 654-4042**
Fax Number: **(408) 654-6313**
Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$90.00**
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature.

01/04/2006 BYRNE 00000103 75564799

Signature

12/6/2005
Date

John R. Ross
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:


TRADEMARK
REEL: 003281 FRAME: 0527

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Kana Communications, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, March 3, 1999, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on July 16, 1999, Reel 1931, Frame 0165.

Dated: **December 6, 2005**

SILICON VALLEY BANK

By: 
Name: Janice Chua
Title: Assistant Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 3, 1999 by and between SILICON VALLEY BANK ("Bank") and Kana Communications, Inc. ("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 3, 1999 (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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the same meaning as in 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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

Address of Grantor:

87 Encina Avenue
Palo Alto, CA 94301

Attn: Corporate Counsel

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Chris Wagner

GRANTOR:

Kana Communications, Inc.

By: Joseph D. McLeary

Title: Director of Finance + Operations

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR USING BAYESIAN NETWORKS TO AUTOMATE EMAIL WORKFLOW	09/261,021	3/1/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
KANA	75/286,164	4/13/99
KANA COMMUNICATIONS	75/564,775	10/5/98
K	75/564,799	10/5/98

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date