

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
iManage, Inc.		06/13/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Interwoven, Inc.		
Street Address:	803 11th Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2640717	IMANAGE WORKSITE	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650 833-2170		
Email:	tmfilings@dlapiper.com		
Correspondent Name:	Allyn Taylor, Esq.		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	349940-261		
NAME OF SUBMITTER:	Allyn Taylor, Esq.		
Signature:	/Allyn Taylor, Esq./		
Date:	06/14/2006		

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Total Attachments: 1
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ASSIGNMENT OF TRADEMARK

WHEREAS, iManage, Inc., a Delaware corporation with a principal place of business at 2121 South El Camino Real, Suite 400 (hereinafter "ASSIGNOR"), is the owner of the registration set forth below (the "iManage Mark"):

IMANAGE WORKSITE

2640717

October 22, 2002

WHEREAS Interwoven, Inc., a Delaware corporation with its principal place of business at 803 11th Avenue, Sunnyvale, California 94089 (hereinafter "ASSIGNEE"), is desirous of acquiring all right, title and interest in the above-referenced iManage Mark;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, said ASSIGNOR does hereby assign unto said ASSIGNEE all right, title, and interest in and to said iManage Mark and said registration therefor throughout the world, together with all common law rights and the goodwill of the business symbolized thereby, and together with the right to recover for damages and profits for past infringements thereof, if any.

ASSIGNOR represents and warrants that ASSIGNOR owns all right, title and interest in and to said iManage Mark and said registration, free and clear of all liens and encumbrances. ASSIGNOR further warrants and represents that to the best of its knowledge said iManage Mark does not infringe or violate and has not infringed or violated the trademark, tradename, service mark or other proprietary rights of any person, nor has any claim of infringement or violation been made. ASSIGNOR has no knowledge of any suit, action, claim, proceeding, or governmental or administrative investigation or action pending or threatened against said iManage Mark. The sale, transfer, assignment and delivery of said iManage Mark and said registration will transfer to ASSIGNEE full legal title to said iManage Mark and said registration, free and clear of all liens and encumbrances.

The ASSIGNOR undertakes at the request and expense of the ASSIGNEE to do all acts and execute all documents which may be necessary to confirm the title of the ASSIGNEE to the iManage Mark assigned, whether in connection with any registration of such title or otherwise.

ASSIGNOR, hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark that may have accrued in ASSIGNOR's favor from the respective date of first use of the Trademark from the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

This agreement shall be deemed effective only as of the date on which it has been fully executed.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed as of this

x 13th day of JUNE, 2006.

By: x [Signature]
Print: x Darley Jones
Title: x PRESIDENT