

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/29/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scittura, Inc.		07/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Interwoven, Inc.
Street Address:	803 11th Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2412910	SCRITTURA

CORRESPONDENCE DATA

Fax Number: (650)833-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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:	349940-900269
NAME OF SUBMITTER:	Allyn Taylor, Esq.
Signature:	/Allyn Taylor, Esq./

CH \$40.00 2412910

Date:

09/15/2006

Total Attachments: 3

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is entered into as of July 29, 2005 (the "*Agreement Date*") by and among Interwoven, Inc., a Delaware corporation ("*Acquirer*"), Ring Technology Acquisition Corp., a Delaware corporation and a wholly owned subsidiary of Acquirer ("*Sub*"), Scrittura, Inc., a Delaware corporation ("*Company*"), and Peter S. Erly, William R. Denslow, Jr. and Larry Howard, as Representatives.

RECITALS

A. The parties intend that, subject to the terms and conditions hereinafter set forth, Sub will merge with and into Company (the "*Merger*"), with Company to be the surviving corporation of the Merger, all pursuant to the terms and conditions of this Agreement, the Certificate of Merger (as defined in Article 1) and the applicable provisions of the laws of the State of Delaware.

B. The Board of Directors of Company has determined that the Merger is in the best interests of Company and its stockholders, has approved and declared advisable this Agreement and, accordingly, has resolved in favor of effecting the Merger provided for herein upon the terms and conditions of this Agreement. In addition, the Board of Directors of Company has approved the Certificate Amendment (as defined in Section 3.3(b)) and the Company 2005 Plan (as defined in Article 1).

C. Concurrently with the execution and delivery of this Agreement, and as a condition and inducement for the parties' willingness to enter into this Agreement, each of the employees of Company listed on Exhibit A attached hereto (each, a "*Principal Employee*") is executing and delivering to Acquirer each of the following documents which will be effective subject to the occurrence of and as of the Effective Time (as defined in Article 1): (i) an offer letter for employment with Acquirer; (ii) Acquirer's standard employee invention assignment and confidentiality agreement; and (iii) a noncompetition agreement with Acquirer (collectively, the "*Principal Employee Documents*").

D. Prior to the consummation of the Merger, Company will secure from each Company Stockholder (as defined in Article 1) listed on Exhibit B-1 attached hereto a written consent in the form of Exhibit B-2 attached hereto (the "*Company Stockholder Consent*") (i) approving the Merger and adopting this Agreement, (ii) approving the Certificate Amendment (as defined in Section 3.3(b)), and (iii) approving the Company 2005 Plan (as defined in Article 1).

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

As used herein, the following terms will have the meanings set forth below:

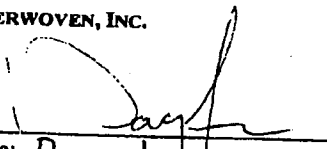
"*Acquirer Ancillary Agreements*" means all agreements (other than this Agreement) and documents to which Acquirer is or will be a party that are required to be executed pursuant to this Agreement at or prior to the Closing.

"*Acquirer Common Stock*" means the common stock, par value \$0.001 per share, of Acquirer, together with related stock purchase rights.

"*Acquirer Options*" means options to purchase shares of Acquirer Common Stock.

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

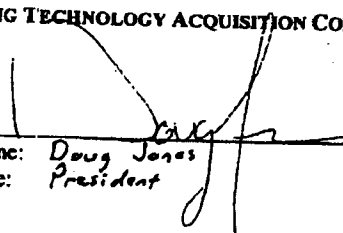
INTERWOVEN, INC.

By: 
Name: Doug Jones
Title: SVP, Corporate Development

SCRITTURA, INC.

By: _____
Name: _____
Title: _____

RING TECHNOLOGY ACQUISITION CORP.

By: 
Name: Doug Jones
Title: President

REPRESENTATIVE

Peter S. Ery

REPRESENTATIVE

William R. Denslow, Jr.

REPRESENTATIVE

Larry Howard

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

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

INTERWOVEN, INC.

SCRITTURA, INC.

By: _____
Name:
Title:

By: John H. Lewis, Jr.
Name: JOHN H. LEWIS JR
Title: PRESIDENT AND CEO

TRING TECHNOLOGY ACQUISITION CORP.

By: _____
Name:
Title:

REPRESENTATIVE

Peter S. Erly

REPRESENTATIVE

William R. Denslow, Jr.

REPRESENTATIVE

Larry Howard

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]