

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KANA SOFTWARE, INC.		07/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL, LLC		
Street Address:	812 Anacapa Street		
Internal Address:	Suite A		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2851321	ICARE	
Registration Number:	2239545	KANA	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305948-147 KANA		
NAME OF SUBMITTER:	Erin O'Brien		

CH \$65.00 2851321

Signature:	/Erin O'Brien/
Date:	07/31/2009
Total Attachments: 4 source=Kana signed IPSA#page1.tif source=Kana signed IPSA#page2.tif source=Kana signed IPSA#page3.tif source=Kana signed IPSA#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 30, 2009 by and between AGILITY CAPITAL, LLC ("Lender") and KANA SOFTWARE, INC., a Delaware corporation ("Grantor").

RECITALS

Lender 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 Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

181 Constitution Drive
Menlo Park, CA 94025
Attn: Jay Jones

KANA SOFTWARE, INC.

By: [Signature]
Title: SVP, CEO & CAO



Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

AGILITY CAPITAL, LLC

By: [Signature]
Title: Managing Director

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
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EXHIBIT B**Patents**

Title	Serial/ Patent Number Publication Number	Application/ Issue Date Publication Date
Method and apparatus for performing enterprise email management	6,941,304	09/06/05
System and method for web co-navigation with dynamic content including incorporation of business rule into web document	6,871,213	03/22/05
Method and apparatus for multiple tiered matching of natural language queries to positions in a text corpus	6,560,590	05/06/03
Organically ranked knowledge categorization in a knowledge management system	11/761,776	06/12/07
Dynamic message context driven application assembly for customer service agent productivity applications	11/469,173	08/31/06
System and method for a partially self-training learning system	10/032,532	10/22/01
Method system and computer program product for providing customer service over the world-wide web	09/106,011	06/29/98
Object mapping across multiple different data stores	10/601,099	06/20/03
Method and apparatus for performing enterprise email management	6,249,807	06/19/01
Method and apparatus for performing enterprise email management	6,282,565	08/28/01
Adaptive multi-channel answering service for knowledge management systems	11/695,404	04/02/07
Embedded multi-channel knowledge base	12/032,306	02/15/08
Adaptive multi-channel answering service for knowledge management services	12/204,698	09/04/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ICARE	2,851,321	06/08/04
KANA	2,239,545	04/13/99