

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
Kana Software Inc.		12/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kay Technology Corp, Inc.		
Street Address:	2500 Sand Hill Road, Suite 300		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2851321	ICARE	
Registration Number:	2239545	KANA	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Linda G. Henry		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	20115-00070-1991		
NAME OF SUBMITTER:	Linda G. Henry		
Signature:	/lgh/		

CH \$65.00 2851321

Date:

01/11/2010

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 23, 2009. ("Effective Date") by and between Kana Software Inc., a Delaware corporation with its principal office at 181 Constitution Drive, Menlo Park, California 94025 ("Assignor"), and Kay Technology Corp, Inc., a Delaware corporation, with its principal office at 2500 Sand Hill Road, Suite 300, Menlo Park, California 94025 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 26, 2009 (the "Agreement"), pursuant to which Assignor agrees to sell and assign, and Assignee agrees to buy and acquire the Purchased Assets, as defined in the Agreement; and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the United States trademark registrations and United States applications for trademark registration set forth on Schedule A attached hereto, the foreign trademark registrations and the foreign applications for trademark registration set forth on Schedule B attached hereto, and the unregistered trademarks, trade names and assumed names set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee, all of Assignor's right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, 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 had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the right, title and interest in and to the Marks.


Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, testimony, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee and at Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Assignment.

Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Agreement. This Assignment shall be construed and interpreted in accordance with the Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect or modify any of the rights or obligations of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

Kana Software, Inc.

Kay Technology Corp, Inc.

By: 
Michael S. Fields
Chief Executive Officer

By: _____

Name: _____

Title: _____

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

Kana Software, Inc.

Kay Technology Corp, Inc.

By: _____

By:  _____

Name: _____

Name: DEAN JACOBSON

Title: _____

Title: VICE PRESIDENT

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004129 FRAME: 0249




SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2851321	08-Jun-04	ICARE
2239545	13-Apr-99	KANA

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

Country	Registration No.	Registration Date	Mark
Australia	802012	29-Jul-99	KANA
Canada	TMA565646	08-Aug-02	KANA
European Union	1267004	27-Jul-00	KANA
Hong Kong	300825011	05-March-07	KANA
India	868716	29-Jul-99	KANA
Korea, Republic of	566878	28-Nov-03	KANA
Taiwan	00911839	01-Nov-00	KANA
Japan	4551455	15-Mar-02	KANA COMMUNICATIONS
European Union	3997831	11-Oct-05	SRM ON DEMAND
France	90 818629	Filed 20-Oct-99	BROADBASE EPM
Canada	TMA510362	31-Mar-99	ESERVICE
European Union	1267046	31-Jul-00	K & DESIGN 
Korea, Republic of	479832	27-Oct-00	K & DESIGN 
Taiwan	00949851	16-Jul-01	K & DESIGN 
Norway	203380	22-Jun-00	SILKNET
Norway	203381	22-Jun-00	SILKNET (and Design)

FOREIGN TRADEMARK APPLICATIONS

Country	Application No.	Application Date	Mark
China (People's Republic)	5971386	30-Mar-07	KANA SOFTWARE
China (People's Republic)	5971385	30-Mar-07	KANA SOFTWARE

SCHEDULE C

UNREGISTERED TRADEMARKS

Response
Response Live
Connect
RealTime
Assist
Service Resolution Management
Contact Center
KANA Service
iCare Framework
KANA SRM Ondemand
Foundation Analytics
KANA Analytics
KANA Service Analytics
KANA iCare Analytics
Secure Messaging
Hipbone Symetry
Response Live
Kana IQ
IQEJP
IQ Windows
Customer IQ
Agent IQ
Self Service
Assisted Service
Knowledge Server
Communications Server
KANA Marketing Automation
KMA
Kana 10
Customer Messaging System
Kana CMS
Because Your Customer Deserves an Answer
Take Control of Your Service Experience
Service done right. Customers for life.

TRADE NAMES AND ASSUMED NAMES

20115/00070/DOCS/2164244.1