#### 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.		07/30/2012	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		
Street Address:	2400 HANOVER STREET		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	CORPORATION: CALIFORNIA		

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	75286164	KANA
Serial Number:	77637142	OPENMIC
Serial Number:	77637150	OPEN MIC
Serial Number:	77637130	OPEN MIC
Serial Number:	85114034	OPEN MIC
Serial Number:	77637192	OVERTONE
Serial Number:	77637172	OVERTONE

## **CORRESPONDENCE DATA**

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

 Phone:
 202-408-3121 x2348

 Email:
 jberg@cscinfo.com

Correspondent Name: Corporation Service Co. - J. Paterson

Address Line 1: 1090 Vermont Avenue, NW

Address Line 2: Suite 430

TRADEMARK REEL: 004832 FRAME: 0344 75286764

**ICH \$190.00** 

900229749

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005				
ATTORNEY DOCKET NUMBER:	56120.02454 -TQ			
NAME OF SUBMITTER:	JODY BERG			
Signature:	/JODY BERG/			
Date:	07/31/2012			
Total Attachments: 6 source=07-31-12 Kana Software -TM#page1.tif source=07-31-12 Kana Software -TM#page2.tif source=07-31-12 Kana Software -TM#page3.tif source=07-31-12 Kana Software -TM#page4.tif source=07-31-12 Kana Software -TM#page5.tif source=07-31-12 Kana Software -TM#page6.tif				

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 30, 2012, is entered into between KANA SOFTWARE, INC., a Delaware corporation ("Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 30, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain of the Grantor's affiliates, and (ii) that certain Credit Agreement, dated as of November 3, 2010 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, certain of the Grantor's affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

## 1. Grant of Security Interest

- (a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (as set forth on Schedule A hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations.
- (b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

# 2. <u>Applicable Law</u>

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

## 3. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

**GRANTOR:** 

KANA SOFTWARE, INC.

Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,

as Administrative Agent

By: Michael Willand

Title: Relationship Manager

Address of Assignee:

Silicon Valley Bank 2400 Hanover Street Palo Alto, California 94304

[Signature Page to Trademark Security Agreement]

## Schedule A to TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
KANA	U.S.	75/286164 5/5/1997	2239545 4/13/1999	Kana Software, Inc.
OPENMIC	U.S.	77/637142 12/19/2010	3880557 11/23/2010	Kana Software, Inc.
OPEN MIC	U.S.	77/637150 12/19/2008	3785731 5/4/2010	Kana Software, Inc.
OPEN MIC	U.S.	77/637130 12/19/2008	3986170 6/28/2011	Kana Software, Inc.
OPEN MIC and Design	U.S.	85/114034 8/23/2010	4033750 10/4/2011	Kana Software, Inc.
OVERTONE	U.S.	77/637192 12/19/2008	3868106 10/26/2010	Kana Software,
OVERTONE	U.S.	77/637172 12/19/2008	3804112 6/15/2010	Kana Software, Inc.

TRADEMARK REEL: 004832 FRAME: 0350

**RECORDED: 07/31/2012**