

## TRADEMARK ASSIGNMENT COVER SHEET

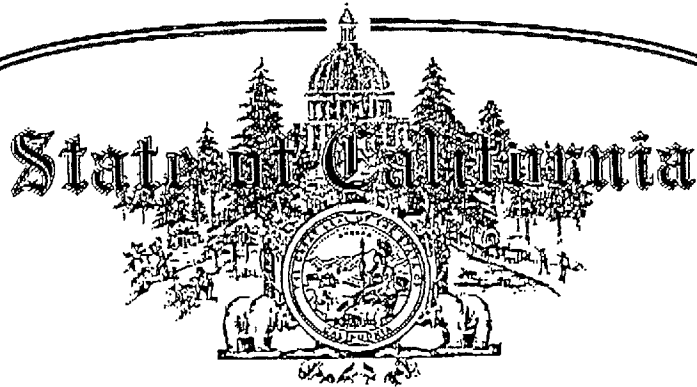
Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	07/31/2002		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACTIONPOINT, INC.		07/31/2002	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPTIVA SOFTWARE CORPORATION		
<b>Street Address:</b>	10145 PACIFIC HEIGHTS BLVD		
<b>City:</b>	SAN DIEGO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1865606	ISIS	
<b>Registration Number:</b>	1881967	PIXTOOLS	
<b>Registration Number:</b>	1974149	INPUTACCEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5082937189		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	508-293-6397		
<b>Email:</b>	trademarks@emc.com		
<b>Correspondent Name:</b>	EMC CORPORATION		
<b>Address Line 1:</b>	176 South Street		
<b>Address Line 2:</b>	Office of the General Counsel		
<b>Address Line 4:</b>	Hopkinton, MASSACHUSETTS 01748		
<b>ATTORNEY DOCKET NUMBER:</b>	ASSIGNACTCAPTIVA07312000		
<b>NAME OF SUBMITTER:</b>	Mary-Jane Shorts		
<b>SIGNATURE:</b>	/Mary-Jane Shorts/		
<b>DATE SIGNED:</b>	07/17/2015		
<b>Total Attachments: 14</b>			

CH \$90.00 1865606

source=2002-07-31 - Actionpoint into Captiva Merger#page1.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page2.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page3.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page4.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page5.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page6.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page7.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page8.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page9.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page10.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page11.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page12.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page13.tif  
source=2002-07-31 - Actionpoint into Captiva Merger#page14.tif



SECRETARY OF STATE

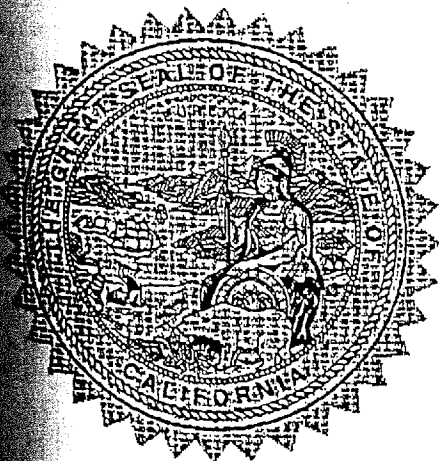
I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 13 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

AUG 01 2002

Secretary of State



A0584329

ENDORSED - FILED  
in the office of the Secretary of State  
of the State of California

JUL 31 2002

AGREEMENT OF MERGER

BILL JONES, Secretary of State

This AGREEMENT OF MERGER (this "Agreement") is dated as of July 31, 2002, by and among ActionPoint, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Parent"), Condor Merger Corp., a corporation duly organized and existing under the laws of the State of California and a wholly-owned subsidiary of Parent ("Merger Sub"), and Captiva Software Corporation, a corporation duly organized and existing under the laws of the State of California (the "Company").

WITNESSETH:

WHEREAS, the Boards of Directors of Parent, Merger Sub and the Company deem it advisable and in the best interests of their respective corporations and in the best interests of the shareholders of Parent, Merger Sub and the Company that Merger Sub be merged with and into the Company in accordance with this Agreement (the "Merger");

WHEREAS, to effectuate the Merger, Parent, Merger Sub and the Company have entered into that certain Agreement and Plan of Merger and Reorganization, dated as of March 4, 2002, as amended (the "Agreement and Plan of Merger");

WHEREAS, the Agreement and Plan of Merger and this Agreement are intended to be construed together in order to effectuate their purposes;

WHEREAS, the Boards of Directors of Parent, Merger Sub and the Company, and the shareholders of the Company and Merger Sub, have duly approved and adopted this Agreement, the Agreement and Plan of Merger and the Merger;

WHEREAS, the holders of Senior Subordinated Secured Convertible Promissory Notes (the "Senior Convertible Notes") and the holders of Amended and Restated Senior Subordinated Secured Promissory Notes (the "2000 Senior Notes," and together with the Senior Convertible Notes, the "Notes"), issued by the Company on August 1, 2000, have entered into Amendment No. 1 to Note and Preferred Stock Purchase Agreement with the Company (the "Note Amendment Agreement") pursuant to which the Senior Convertible Notes have been amended and restated as the Amended and Restated Subordinated Convertible Promissory Notes and the 2000 Senior Notes have been amended and restated as the Second Amended and Restated Subordinated Convertible Promissory Notes (collectively, the amended and restated Senior Convertible Notes and the 2000 Senior Notes are referred to herein as the "Amended Notes");

WHEREAS, certain of the holders of the Notes have entered into a Note Conversion Agreement with the Company (the "Note Conversion Agreement") pursuant to which the outstanding principal and interest under the Notes will be converted into shares of Company Common Stock immediately prior to, and contingent upon, the occurrence of the Effective Time (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits to be derived from this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

## ARTICLE I

### THE MERGER.

1.1 Merger; Effective Time of the Merger. Subject to the terms and conditions of this Agreement and pursuant to the California Corporations Code, Merger Sub will be merged with and into the Company, with the Company to be the surviving corporation (the Company after the Merger is sometimes referred to herein as the "Surviving Corporation"). The Merger will be effective upon the filing of this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of the State of California pursuant to Section 1103 of the California Corporations Code (the "Effective Time").

1.2 Effects of the Merger. At the Effective Time, the Merger will have all of the effects provided by applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time: (a) the separate existence of Merger Sub will cease, Merger Sub will be merged with and into the Company and the Company will become the Surviving Corporation pursuant to the terms of this Agreement; (b) the Amended and Restated Articles of Incorporation of the Company will be amended as set forth on Exhibit A attached hereto and incorporated by reference as if fully set forth herein; (c) the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of the Company and Merger Sub shall become debts, liabilities, obligations, restrictions and duties of the Surviving Corporation; and (d) the Board of Directors and executive officers of Merger Sub will become the Board of Directors and executive officers of the Surviving Corporation.

## ARTICLE II

### EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE COMPANY AND MERGER SUB

2.1 Effect on Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of capital stock of the Company or Merger Sub:

(a) Conversion of Capital Stock of Merger Sub. Each share of the common stock of Merger Sub issued and outstanding immediately prior to the Effective Time will be converted into and exchanged for 1 duly authorized, validly issued, fully paid and nonassessable share of the common stock of the Surviving Corporation.

(b) Conversion of Capital Stock of Company. Each share of Company Common Stock (all issued and outstanding shares of Company Common Stock being hereinafter collectively referred to as the "Company Shares"), issued and outstanding immediately prior to

the Effective Time (other than Dissenting Shares (as defined below) and any Company Shares to be canceled pursuant to the last sentence of this Section 2.1(b)) shall be converted, subject to Section 2.1(c), into the right to receive that number of shares of the Parent's common stock, par value \$0.01 per share (the "Parent Common Stock") equal to the quotient (the "Exchange Ratio") obtained by dividing (i) the difference between (x) the number of shares of Parent Common Stock outstanding immediately prior to the Effective Time and (y) one, by (ii) the sum of (A) the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time and (B) the number of shares of Company Common Stock issuable upon exercise of all of the Company Warrants (as defined below) issued and outstanding on the date of this Agreement; provided that any principal amount and interest outstanding under any of the Amended Notes that has not been converted immediately prior to the Effective Time pursuant to the terms of the Note Conversion Agreement into shares of Company Common Stock shall be deemed to have been converted into Company Common Stock pursuant to the terms of the Note Conversion Agreement immediately prior to the Effective Time for the purpose of calculating the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time pursuant to (ii)(A) above. All shares of preferred stock of the Company shall be converted into shares of Company Common Stock immediately prior to the Effective Time. Each share of Company Common Stock held in the treasury of the Company and each share of Company Common Stock held by Parent or any direct or indirect subsidiary of Parent immediately prior to the Effective Time will be cancelled and extinguished without any conversion thereof and no payment or distribution will be made with respect thereto.

(c) Fractional Shares. No certificates representing fractional shares of Parent Common Stock will be issued in connection with the Merger, but in lieu thereof, Parent shall pay an amount of cash equal to (i) the average closing price per share of Parent Common Stock as reported on the Nasdaq National Market for the 30-day trading period up to and including the trading day immediately preceding the Effective Time, multiplied by (ii) the number of a share of Parent Common Stock to which such holder would otherwise be entitled.

(d) Conversion of Company Options. At the Effective Time, all Company Options to purchase shares of Company Common Stock (the "Company Options") assumed by Parent. Each Company Option so assumed by Parent shall be entitled, in accordance with the terms of such option immediately prior to the Effective Time, to purchase the number of shares of Parent Common Stock determined by (i) the number of shares of Company Common Stock subject to the unexercised Company Option by (ii) the Exchange Ratio, rounded down to the nearest whole share. At the Effective Time, the exercise price for each such assumed Company Option shall be the exercise price of the Company Option immediately prior to the Effective Time multiplied by the Exchange Ratio, rounded up to the nearest whole cent. To the extent applicable law, the term, exercisability, vesting schedule, status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended, if any, and all other terms of the Company Options will otherwise be unchanged.

(e) Conversion of Company Warrants. At the Effective Time, all Company Warrants to purchase shares of Company Common Stock (the "Company Warrants") assumed by Parent. Each Company Warrant so assumed by Parent shall be entitled, in accordance with the terms of such warrant immediately prior to the Effective Time, to purchase the number of shares of Parent Common Stock determined by (i) the number of shares of Company Common Stock subject to the unexercised Company Warrant by (ii) the Exchange Ratio, rounded down to the nearest whole share. At the Effective Time, the exercise price for each such assumed Company Warrant shall be the exercise price of the Company Warrant immediately prior to the Effective Time multiplied by the Exchange Ratio, rounded up to the nearest whole cent. To the extent applicable law, the term, exercisability, vesting schedule, status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended, if any, and all other terms of the Company Warrants will otherwise be unchanged.

2  
3  
4  
5  
6  
accordance with the terms of such warrant immediately prior to the Effective Time, to purchase after the Effective Time that number of shares of Parent Common Stock determined by multiplying (i) the number of shares of Company Common Stock subject to the unexercised portion of such Company Warrant by (ii) the Exchange Ratio, rounded down to the nearest whole number. After the Effective Time, the exercise price for each such assumed Company Warrant will be equal to the exercise price of the Company Warrant immediately prior to the Effective Time divided by the Exchange Ratio, rounded up to the nearest whole cent.

(f) Dissenters' Rights. If, as of the Effective Time, holders of the issued and outstanding shares of Company Common Stock and Company Preferred Stock have perfected and are entitled to appraisal rights pursuant to Chapter 13 of the California Corporations Code and have not lost such appraisal rights in connection with the Merger (the "Dissenting Shares"), then such Dissenting Shares will not be converted into or represent the right to receive shares of Parent Common Stock (or cash in lieu of fractional shares). All Dissenting Shares held by shareholders who have failed to perfect or who have lost or effectively withdrawn their rights to appraisal of such shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive shares of Parent Common Stock (or cash in lieu of fractional shares) in accordance with Sections 2.1(b), 2.1(c), 2.1(d) and 2.1(e) above.

2.2 No Further Rights in Company Common Stock and Company Preferred Stock. The shares of Parent Common Stock issued upon conversion of shares of Company Common Stock in accordance with the terms hereof (and any cash paid in lieu of fractional shares) will be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Common Stock and Company Preferred Stock.

2.3 Supplementary Action. If, at any time after the Effective Time, any further instruments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of the Company or Merger Sub or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered, in the name and on behalf of the Company and Merger Sub, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes and provisions of this Agreement.

### ARTICLE III

#### TERMINATION

3.1 Termination. This Agreement may be terminated and the proposed Merger and the Agreement and Plan of Merger by the respective shareholders of the Company and Merger Sub, by either party hereto upon (a) termination of the Agreement and Plan of Merger or (b) by the mutual consent of the Boards of Directors of the Company and Merger Sub.

## ARTICLE IV

### APPROVAL OF THE MERGER

4.1 Approval of Merger. The respective Boards of Directors of Parent, Merger Sub and the Company have duly approved and adopted this Agreement, the Agreement and Plan of Merger, and the Merger. The holders of at least a majority of the outstanding shares of Company Common Stock, voting separately as a single class, and the affirmative vote of the holders of at least a majority of the outstanding shares of each series of Company Preferred Stock, each voting separately as a single class, have duly approved and adopted this Agreement, the Agreement and Plan of Merger and the Merger. The holder of all the outstanding capital stock of Merger Sub has duly approved and adopted this Agreement.

## ARTICLE V

### MISCELLANEOUS

5.1. Entire Agreement; Amendments. This Agreement, the Agreement and Plan of Merger, and the schedules, exhibits and agreements referred to herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

5.2. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns.

5.3. Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing the transactions contemplated by this Agreement.

5.4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed wholly within the State of California.

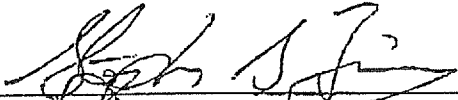
5.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon, and all of which together will constitute one and the same instrument.

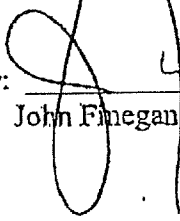


2  
3  
4  
5  
6

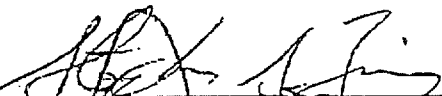
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

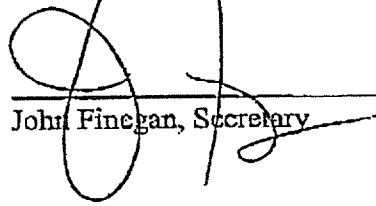
**ACTIONPOINT, INC.**

By:   
Stephen S. Francis, President

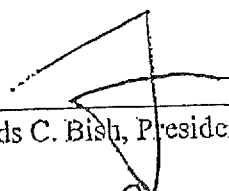
By:   
John Finegan, Secretary


**CONDOR MERGER CORP.**

By:   
Stephen S. Francis, President

By:   
John Finegan, Secretary

CAPTIVA SOFTWARE CORPORATION

By:   
Reynolds C. Bish, President

By:   
Rick E. Russo, Secretary

2  
3  
4  
5  
6

11-12 Corp 2000 11/07/01 441 1010 11/07/01

2  
3

Exhibit A

4  
5  
6

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
CAPTIVA SOFTWARE CORPORATION

ONE: The name of this corporation is Condor Merger Corp.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: This corporation is authorized to issue one (1) class of stock to be designated "Common Stock." The total number of shares which this corporation is authorized to issue is Ten Thousand (10,000) shares of Common Stock, par value \$0.001 per share.

FOUR: Section 1. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors, or otherwise in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

2  
3  
4

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER  
CAPTIVA SOFTWARE CORPORATION

Reynolds C. Bish and Rick E. Russo hereby certify that:

1. They are the President and the Secretary, respectively, of Captiva Software Corporation, a California corporation (the "Company").
2. The Agreement of Merger by and among ActionPoint, Inc., a Delaware corporation ("Parent"), Condor Merger Corp., a California corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and the Company, in the form attached to this Certificate (the "Agreement of Merger"), was duly approved by the Board of Directors and by the shareholders of the Company. The Agreement of Merger provides for the statutory merger (the "Merger") of Merger Sub with and into the Company, with the Company to be the surviving corporation of the Merger.
3. The Company has authorized capital of 478,488,564 shares, 440,000,000 of which are designated Common Stock (the "Common Stock"), and 38,488,564 of which are designated Preferred Stock (the "Preferred Stock"), consisting of 2,873,564 shares of Series A Preferred Stock, 1,115,000 shares of Series B Preferred Stock, 4,500,000 shares of Series C Preferred Stock, 1,000,000 shares of Series D Preferred Stock and 29,000,000 shares of Series E Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the Merger was 23,778,060 shares. The number of shares of Series A Preferred Stock outstanding and entitled to vote upon the Merger was 2,515,587 shares. The number of shares of Series B Preferred Stock outstanding and entitled to vote upon the Merger was 875,424 shares. The number of shares of Series C Preferred Stock outstanding and entitled to vote upon the Merger was 2,188,553 shares. The number of shares of Series D Preferred Stock outstanding and entitled to vote upon the Merger was 769,231 shares. The number of shares of Series E Preferred Stock outstanding and entitled to vote upon the Merger was 15,444,153 shares.
4. The principal terms of the Agreement of Merger were approved by the shareholders of the Company by a vote that equalled or exceeded the vote required. The percentage vote required to approve the Agreement of Merger was the affirmative vote of the holders of at least a majority of the outstanding shares of the Common Stock, voting separately as a single class, the affirmative vote of the holders of at least a majority of the outstanding shares of each series of Preferred Stock, each voting separately as a single class; the affirmative vote of the holders of at least a majority of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock voting together as a single class on an as converted basis; the affirmative

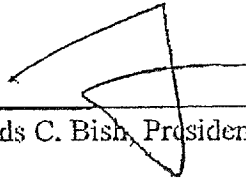
11/26 12/80  
11/26/80 DOC

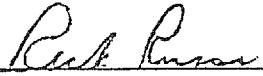
vote of the holders of at least a majority of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series E Preferred Stock voting together as a single class on an as converted basis

2  
3  
4  
5  
6

Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: July 31, 2002

  
\_\_\_\_\_  
Reynolds C. Bish, President

  
\_\_\_\_\_  
Rick E. Russo, Secretary

SIGNATURE PAGE TO  
CERTIFICATE OF APPROVAL

346036 v1/SD  
7F04011.DOC

TRADEMARK  
REEL: 005579 FRAME: 0268

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER  
CONDOR MERGER CORP.

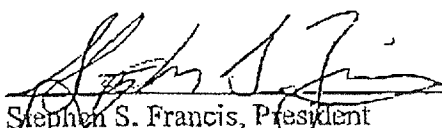
2  
3  
4  
5  
6

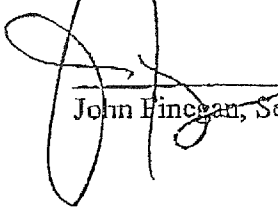
Stephen S. Francis and John Finegan hereby certify that:

1. They are the President and the Secretary, respectively, of Condor Merger Corp., a California corporation and wholly-owned subsidiary of ActionPoint, Inc. ("Merger Sub").
2. The Agreement of Merger by and among ActionPoint, Inc., a Delaware corporation ("Parent"), Merger Sub, and Captiva Software Corporation, a California corporation (the "Company"), in the form attached to this Certificate (the "Agreement of Merger"), was duly approved by the Board of Directors and by the sole shareholder of Merger Sub. The Agreement of Merger provides for the statutory merger (the "Merger") of Merger Sub with and into the Company, with the Company to be the surviving corporation of the Merger.
3. Merger Sub has only one class of stock, which is Common Stock, par value \$0.001 per share (the "Common Stock"), and only the Common Stock was entitled to vote on the Agreement of Merger. The percentage vote required to approve the Agreement of Merger was the affirmative vote of a majority of the outstanding shares of Common Stock. The number of shares of Common Stock outstanding and entitled to vote on the Agreement of Merger was Ten Thousand (10,000) shares. The principal terms of the Agreement of Merger were approved by the sole shareholder of Merger Sub by the vote of a number of shares of Common Stock that equaled or exceeded the vote required. The shareholder approval was by written consent of the holder of one hundred percent (100%) of the outstanding shares of Common Stock.
4. Equity securities of Parent are to be issued in the Merger. No vote of the stockholders of Parent was required under applicable law.

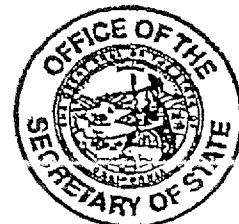
Each of the undersigned declares under penalty of perjury under the laws of the State of California that the statements set forth in this Certificate are true and correct to his own knowledge.

Dated: July 31, 2002

  
\_\_\_\_\_  
Stephen S. Francis, President

  
\_\_\_\_\_  
John Finegan, Secretary

SIGNATURE PAGE TO  
CERTIFICATE OF APPROVAL



TRADEMARK  
REEL: 005579 FRAME: 0270

RECORDED: 07/17/2015