

05-12-2006

FORM PTO-1595

(Rev. 08/05)

Office OMB No. 0651-0027 (exp. 06/30/2008)

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PATENTS ON

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U.S. DEPARTMENT OF COMMERCE

United States Patent and Trademark

Rt

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s): 12/06/2005

Execution Date: 12/06/2005

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Release

2. Name and address of receiving party(ies):

Kana Software, Inc.

Name: Kana Software, Inc.

Internal Address:

Street Address: 181 Constitution Drive

City: Menlo Park

State: California

Country: USA

Zip: 94025

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10601099 09721460

B. Patent No.(s)

6177932 6871213 6249807

6282565

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank

Internal Address: Loan Collateral HF154

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Zip: 95054

Phone Number: (408) 654-4042

Fax Number: (408) 654-6313

Email Address: ldc@svbank.com

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 1.21 (h) & 3.41) \$Fee Already Collected

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

Date

Ailesene Samatua

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT
 REEL: 017870 FRAME: 0619

01-05-2006



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To the Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, or to the nearest Patent Office, or to the new address(es) below.

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OFFICE OF PUBLIC RECORDS
 2005 DEC 30 AM 10:11
 FINANCE SECTION

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7. Total fee (37 CFR 1.21 (h) & 3.41) \$240.00

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☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

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Authorized User Name

9. Signature:

Signature

Date

01/04/2006 DBYRNE 00000102 10601099

01 FC:0021

John R. Ross, Jr.
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 10, 2000 by and between SILICON VALLEY BANK ("Bank") and KANA COMMUNICATIONS, INC., a Delaware corporation ("Grantor"), successor by merger to Kana Communications, Inc., a California corporation.

RECITALS

A. Bank 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated July 10, 2000 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not defined herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Bank agrees that its security interest in Intellectual Property of Grantor is subject to the terms of any licenses or leases of its Intellectual Property granted by Grantor in accordance with the terms of this Agreement and further agrees that any sale or other disposition of any Collateral upon the enforcement of remedies hereunder shall be expressly subject to such licenses or leases or that new licenses or leases upon the same terms will be issued and executed by any Person acquiring rights in the Collateral upon enforcement of the remedies hereunder.

219244033.2

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

GRANTOR:

Address of Grantor:

740 Bay Road
Redwood City, CA 94063

Attn: _____

KANA COMMUNICATIONS, INC.,
A Delaware corporation

By: Jim P. King

Title: VP General Counsel

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: DEAN CHU

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: SVP - Senior Relationship Mgr

EXHIBIT TO ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT DATED NOVEMBER 10, 2004

KANA Software, Inc.

Patents Issued

(rev 4/5/04)

Patent No.	Title	Status	Date Filed	Date Issued	Inventor	Notes
6,560,590 09/503,983 ✓	Method and Apparatus for Multiple Tiered Matching of Natural Language Queries to Positions in a Text Corpus	Issued	2/14/2000	5/6/2003	Shwe, O'Neill	Respond to natural language queries by returning links to content relative to the query
6,249,807		Issued	11/17/1998	6/19/2001	Shaw, Rosen	Examine incoming e-mails for attributes; route based on attributes; if messages is in queue too long, re-route
6,282,565		Issued	11/17/1998	8/28/2001	Shaw, Rosen	Examine incoming e-mails for attributes; route outside the enterprise based on attributes; if messages is in queue too long, re-route
6,177,932		Issued	8/21/1998	1/23/2001	Galdes, Ericson	Provide different levels of on-line help, specifiable by the customer

EXHIBIT TO ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT DATED NOVEMBER 10, 2004

Patent Applications Pending
(as of 11/29/04)

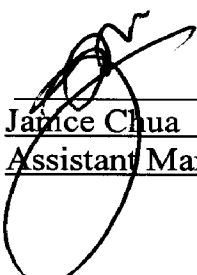
Application / Patent	Title	Status	Filing Date	Issue Date	Inventors	General Subject Area
09/689,500	Web Co-Navigation with Dynamic Content	Pending: Received notice of allowance; patent assigned to Kana.	10/11/00	N/A	Graham, Hartmann, Lee, Masotto, Tacchi	Use of proxy in mutual collaboration avoids double transactions on a server
09/193,833	Method and Apparatus For Performing Enterprise Email Management	Pending: 5/13 Fenwick filed notice of appeal; deadline 12/04.	11/17/1998	N/A	Gainey, Broquet, Horvath	Categorizing e-mails and routing them to according to categorization; generating automatic responses.
09/721,460	Method and Apparatus for network Based Customer Service	After review/discussion with patent committee decision made to abandon.	11/22/2000	N/A	Galdes, Ericson	Provide help on-line
10/601,099	Object Mapping Across Multiple Different Data Stores	After review with patent comm. decision that current claims are sufficient.	6/20/2003	N/A	Mongeon, Hillman, Li, Maeda	Data access across multiple different data stores

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN PATENTS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Kana Software, Inc.** ("Assignor") in the **patented** works set forth in that certain **Addendum To Intellectual Property Security Agreement** dated July 10, 2000, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on February 17, 2005, Reel 016309, Frame(s) 0920.

Dated: **December 6, 2005**

SILICON VALLEY BANK

By: 
Name: Janice Chua
Title: Assistant Manager

ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Addendum to Intellectual Property Security Agreement is executed pursuant to, and is an addendum to, an Intellectual Property Security Agreement, dated July 10, 2000. This Addendum to Intellectual Property Security Agreement is presented for recordation as constructive notice that Kana Software, Inc. ("Assignor"), with its principal office at 181 Constitution Drive, Menlo Park, CA 94025, the owner of the intellectual property identified in the exhibits attached hereto, has granted to SILICON VALLEY BANK ("Assignee"), with its principal office at 3003 Tasman Drive, Santa Clara, CA 95054, a security interest in the intellectual property, and the exclusive rights comprised in the intellectual property, to secure payment of a debt.

IN WITNESS WHEREOF, Assignor has executed this Addendum to Intellectual Property Security Agreement as of November 10, 2004.

KANA SOFTWARE, INC.

By: John M. Thompson
Name: JOHN THOMPSON
Title: CFO

