

## 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
AMADESA, LTD		05/31/2012	CORPORATION: ISRAEL
RECEIVING PARTY DATA			
Name:	LivePerson, Inc.		
Street Address:	475 10th Avenue, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4048223	AMADESA	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-852-7792		
Email:	ipprosecution@orrick.com		
Correspondent Name:	Victor Santos		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	24106-0000		
NAME OF SUBMITTER:	Victor Santos		
Signature:	/Victor Santos/		
Date:	07/26/2012		

CH \$40.00 4048223

Total Attachments: 5

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Agreement*”) is effective as of this 31<sup>st</sup> day of May, 2012, (the “*Effective Date*”), by and between AMADESA, INC., a Delaware corporation and AMADESA, LTD., an Israeli corporation (collectively, the “*Assignor*”), and LIVEPERSON, INC., a Delaware corporation (the “*Assignee*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 16, 2012 to which Assignor and Assignee are parties (the “*Asset Purchase Agreement*”), Assignor agreed to assign or cause to be assigned to Assignee all of Assignor’s right, title and interest in and to certain trademarks.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement), it is hereby agreed by and between the parties hereto as follows:

1. By execution hereof, Assignor hereby irrevocably grants, conveys and assigns to Assignee and its successors and assigns, free and clear of any liens, claims and encumbrances and without any reservation of rights, all of Assignor’s right, title and interest in and to the trade names, logos, common law or other unregistered trademarks and service marks that are primarily used or held for use in the Business, and trademark and service mark registrations and applications therefor throughout the world, including without limitation those trademark registrations and applications listed on Schedule A hereto (herein the “*Assigned Trademarks*”), including any and all goodwill of the business associated therewith and symbolized thereby.
2. Assignor further irrevocably grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights to sue for and recover damages for past, present and future infringement of any of the Assigned Trademarks.
3. Assignor hereby authorizes the Patent and Trademark Office of the United States, similar offices and officers of states and of foreign countries, to issue trademark registrations and any other evidence or forms of trademark protection or applications to Assignee and its successors and assigns in accordance with the terms of this Agreement.
4. Assignor represents and warrants that it (i) is the owner of the Assigned Trademarks, (ii) has full power to make the present assignment, and (iii) has not executed, and will not execute, any agreement in conflict herewith.
5. Assignor hereby constitutes and appoints Assignee as Assignor’s true and lawful attorney in fact, with full power of substitution in Assignor’s name and stead, to

take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

**ASSIGNOR**

**AMADESA, LTD.**

By: [Signature]  
Name: Ari Kadmi  
Title: CEO *Amadesa Ltd.*

**AMADESA, INC.**

By: [Signature]  
Name: Ari Kadmi  
Title: CEO

**ASSIGNEE**

**LIVEPERSON, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT**

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

**ASSIGNOR**

**AMADESA, LTD.**

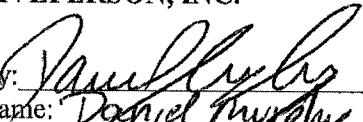
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AMADESA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE**

**LIVEPERSON, INC.**

By:   
Name: Daniel Murphy  
Title: CFO

## SCHEDULE A

- Registered Trademarks:
  - AMADESA
- Unregistered Trademarks:
  1. LiveExperience™
  2. Amadesa Customer Experience Suite™
  3. RecommendR™
  4. ROI Roundtrip™
  5. PageLift™
  6. IntelliServe Engine™