

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
Thinkfuse, Inc.		06/22/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	salesforce.com, inc.		
Street Address:	The Landmark @ One Market Street		
Internal Address:	Suite 300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85363090	THINKFUSE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4159017000		
Email:	IPDocketing@salesforce.com		
Correspondent Name:	Alica Del Valle		
Address Line 1:	The Landmark @ One Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	THINKFUSE - ASSIGNMENT		
NAME OF SUBMITTER:	Alica Del Valle		
Signature:	/Alica Del Valle/		

CH \$40.00 85363090

Date:

07/31/2012

Total Attachments: 6

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EXHIBIT D

FORM OF TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of June 22, 2012 ("Effective Date") by and between Thinkfuse Inc., a Delaware corporation ("Seller"), and salesforce.com, inc., a Delaware corporation with principal executive offices at The Landmark, One Market Street, Suite 300, San Francisco, CA 94105 ("Buyer") (this "Assignment").

WHEREAS, Seller, Buyer and certain other parties entered into an Asset Purchase Agreement (the "Agreement"), dated June 22, 2012;

WHEREAS, Seller owns all right, title and interest in the trademark applications and/or registrations and other trademarks not so registered, as set forth in Schedule A, together with the goodwill of the business connected with the use of, and symbolized by, said trademarks ("Marks");

WHEREAS, pursuant to the Agreement, Buyer will acquire all right, title and interest in and to the Marks throughout the world; and

WHEREAS, Seller is willing to assign to Buyer all right, title and interest as Seller may possess in and to the Marks throughout the world.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. ASSIGNMENT.

a. Seller does hereby sell, assign, convey and transfer unto Buyer, its successors and assigns, the entire right, title and interest, throughout the world, in and to the Marks, such that Buyer is the exclusive owner of the Marks (including without limitation, any trademark registrations issuing on any trademark applications listed in Schedule A), and including, without limitation, all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it and the right to sue for and recover damages for any past, present or future infringement of the Marks, to have and to hold the same, unto Buyer, its successors, assigns and nominees, for the full duration of all such rights.

b. Seller agrees that Buyer shall have the right to file or record this Assignment with the United States Patent and Trademark Office or other such entities throughout the world, and Seller authorizes and requests the relevant authorities to record Buyer as the assignee and owner of the Marks.

c. Seller shall execute and deliver to Buyer such documents and take such actions as requested by Buyer to register, evidence or perfect Buyer's rights under this Assignment. In addition, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as its agents and attorneys in fact, to act for and on their behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or perfect Buyer's rights under this Agreement with the

same legal force and effect as if executed by Seller. This includes, but is not limited to, the power to insert on this Assignment any further identification that may be necessary to comply with the rules of the United States Patent and Trademark Office, or rules of other entities throughout the world, for recordation of this document.

2. REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that (i) Seller owns the Marks; (ii) Seller has the power and authority to execute this Assignment; (iii) Seller has not entered into any agreement that conflicts with the terms of this Assignment; and (iv) Seller shall not register any Marks that are substantially similar or confusingly similar to any of the Marks.

3. GENERAL. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile signature. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Assignment and the Agreement set forth the entire agreement between the parties and supersedes any and all prior or contemporaneous, written or oral agreements with respect to the subject matter hereof. This Assignment may be amended only in writing executed by each of the parties. This Assignment will be governed by the law of the State of California, without regard to its conflict of laws principles.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized representative of each of the parties as of the date first above written.

"Buyer"

"Seller"

salesforce.com, inc.

Thinkfuse Inc.

By: 

By: _____

Print Name: John Somorjai

Print Name: _____

Title: SVP, Corporate Development & Strategy

Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized representative of each of the parties as of the date first above written.

"Buyer"

"Seller"

salesforce.com, inc.

Thinkfuse Inc.

By: _____

By: _____

Print Name: John Somorjai

Print Name: Aydin Ghajar

Title: SVP, Corporate Development & Strategy

Title: CEO

[Signature Page to Trademark Assignment]

ACKNOWLEDGMENT
(TRADEMARK ASSIGNMENT)

State of Washington)
) ss:
County of King)

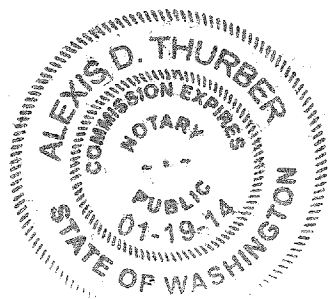
On June 22, 2012, before me, Alexis D. Thurber, personally appeared Aydin Grayar, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Alexis D. Thurber
Notary Public

My Commission Expires on 01-19-14



Schedule A

Assignment of Trademarks

Trademark Applications

<i><u>Mark</u></i>	<i><u>Country</u></i>	<i><u>Serial No.</u></i>	<i><u>Filing Date</u></i>
THINKFUSE	USA	85363090	07/05/2011