

## 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
2CATALYZE, INC.		04/19/2012	CORPORATION: NOVA SCOTIA
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	
Registration Number:	3862760	RYPPL	
CORRESPONDENCE DATA			
Fax Number:	4156259486		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-901-7000		
Email:	IPDocketing@salesforce.com		
Correspondent Name:	salesforce.com, inc.		
Address Line 1:	The Landmark @ One Market Street		
Address Line 2:	Suite 300		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	RYPPL - ASSIGNMENT		
NAME OF SUBMITTER:	Alica Del Valle		

Signature:	/alica del valle/
Date:	08/01/2012
<b>Total Attachments: 11</b> source=Assignment of IP Rights_Rypple#page1.tif source=Assignment of IP Rights_Rypple#page2.tif source=Assignment of IP Rights_Rypple#page3.tif source=Assignment of IP Rights_Rypple#page4.tif source=Assignment of IP Rights_Rypple#page5.tif source=Assignment of IP Rights_Rypple#page6.tif source=Assignment of IP Rights_Rypple#page7.tif source=Assignment of IP Rights_Rypple#page8.tif source=Assignment of IP Rights_Rypple#page9.tif source=Assignment of IP Rights_Rypple#page10.tif source=Assignment of IP Rights_Rypple#page11.tif	

DATED EFFECTIVE AS OF APRIL 19, 2012 (the "Effective Date")

2CATALYZE INC. (d/b/a RYPPLE)

and

SALESFORCE.COM, INC.

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ASSIGNMENT OF INTELLECTUAL PROPERTY  
RIGHTS

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

### BETWEEN:

- (1) 2Catalyze Corp. (d/b/a Rypple), a Nova Scotia Unlimited Company, whose registered office is at 10 Bay Street, Suite 400, Toronto, Ontario, M5J 2R8 Canada (the "Assignor"); and
- (2) salesforce.com, Inc., a Delaware corporation, whose executive office is at One Market Street, Suite 300, San Francisco, CA 94105 (the "Assignee").

### RECITALS

- (A) The Assignor is the legal and beneficial owner of certain intellectual property rights.
- (B) The Assignor has agreed to assign these intellectual property rights and certain information relating to these rights to the Assignee in accordance with the terms and conditions of this Assignment.
- (C) The Assignor is indebted to the Assignee (the "Assignor Indebtedness").

IT IS AGREED as follows:

### 1. DEFINITIONS

#### 1.1 Definitions

In this Assignment the following words and expressions have the following meanings:

- |                                       |   |
|---------------------------------------|---|
| <b>"Combined Rights"</b>              | means all Intellectual Property Rights and Information that the Assignor owns as at the date of this Assignment and is capable of assigning, including all rights, title and interest in the Products, and including the trademarks listed in Appendix A, and the domain names listed in Appendix B;  |
| <b>"Information"</b>                  | means all detailed specifications, drawings, algorithms, flow-charts, costings, source code, and other information owned by the Assignor at the date of this Assignment and relating to the Intellectual Property Rights;   |
| <b>"Intellectual Property Rights"</b> | means all patents, rights in inventions, rights in industrial designs, trade marks, trade dress, common law rights, trade and business names and all associated goodwill, rights to sue for passing off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals, reissues, continuations, continuations-in-part, or extensions of, such |

rights for their full term;

**"Products"** means all products and services created, developed (or under development), marketed, provided, distributed, licensed or sold by the Assignor at any time;

**"Warranties"** means the warranties set out at clause 4.

## 1.2 Interpretation

In this Assignment (except where the context otherwise requires):

- (a) clause headings are inserted for ease of reference only and shall not affect construction;
- (b) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule to this Assignment and any reference to a paragraph is to the relevant paragraph in which it appears; and
- (c) any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

## 2. ASSIGNMENT

- 2.1 In consideration of the sum of forty-four million U.S. dollars (USD44,000,000.00) (the "**Initial Consideration**"), which is estimated to be the fair market value of the Combined Rights and is subject to adjustment pending a valuation report (the "**Report**") being prepared by Ernst & Young with respect to the fair market value of the Combined Rights, paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor), the Assignor hereby assigns, as of the Effective Date, as legal and beneficial owner with full title guarantee to the Assignee the Combined Rights, together with the right to sue in respect of every act of infringement of the Combined Rights occurring prior to the date of this Assignment. In the event that the fair market value of the Combined Rights in the Report is less or more than the Initial Consideration, then the Initial Consideration shall be adjusted upward or downward, as the case may be, to an amount (the "**Final Consideration**") equal to the fair market value of the Combined Rights as determined by the Report.
- 2.2 In the event that the Final Consideration is greater than the Initial Consideration, the upward adjustment shall be satisfied by the Assignee by means of making a payment to the Assignor. In the event that the Final Consideration is less than the Initial Consideration, the downward adjustment shall be satisfied by the Assignor by means of making a payment to the Assignee. The amount paid by the Assignor or Assignee under this section 2.2 is an adjustment to the consideration paid by Assignee for the Combined Rights under section 2.1 and should not be considered a refund.
- 2.3 Until such time as the Final Consideration is paid, interest shall accrue at the Bank of Canada interest rate from time to time on the amount owing by the Assignor or Assignee, as the case may be, on the difference between the Initial Consideration and the Final Consideration.

**3. FURTHER ASSURANCE**

The Assignor agrees at the request and cost of the Assignee that it will at all times after the date of this Assignment do all acts and execute all documents as may reasonably be necessary or desirable to secure or confirm the vesting in the Assignee of all rights assigned to the Assignee by this Assignment including (without limitation) applying to any applicable trade mark or patent registries to have the Assignee recorded as proprietor of the Intellectual Property Rights or any part thereof.

**4. WARRANTIES**

The Assignor hereby warrants to the Assignee that:

- 4.1 the Assignor is the legal and beneficial owner of all the Combined Rights and that no other body or person is entitled to any interest whatsoever in the Combined Rights; and
- 4.2 the Assignor will not at any time hereafter use the Combined Rights, whether in whole or in part, for any purpose whatsoever without the prior written consent of the Assignee.

**5. INFRINGEMENT**

The Assignor will assist the Assignee (including by being joined as a party to any action, pending recording of the Assignee as proprietor of any of the Combined Rights) in the prosecution or defence of any claim against or by any third party for unauthorised use of any of the Combined Rights. The Assignee agrees to reimburse the Assignor for all expenses reasonably incurred by the Assignor in so doing.

**6. ENTIRE AGREEMENT**

- 6.1 This Assignment constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter. Any warranties, conditions or terms, statutory or otherwise, which are not contained or referred to in this Assignment, are hereby excluded.
- 6.2 Each party acknowledges and agrees that, save for the Warranties no representations were made which are not set out in this Assignment but that, if any were made, it has not relied on, or been induced to enter into this Assignment by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Assignment or otherwise.
- 6.3 Nothing in this clause 6 shall operate to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation.

**7. GOVERNING LAW**

The construction, validity and performance of this Assignment and all non-contractual obligations arising from or connected with this Assignment shall be governed by, and interpreted in accordance with, the law of the Province of Nova Scotia, and Canada applicable therein and the parties hereto submit to the exclusive jurisdiction of the Canadian courts for the purpose of enforcing any claim arising under or in relation to this Assignment.

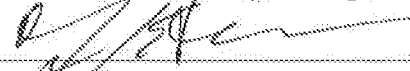
8. GENERAL

- 8.1 This Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Assignment but all of which together constitute one and the same instrument. This Assignment shall not be effective until each party has executed at least one counterpart.
- 8.2 Each party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Assignment and any document referred to in it.

*[Remainder of this page left blank intentionally]*

EXECUTED by the parties:

Signed for and on behalf of **Catalyze Corp.:**

Signature: 

Name: Rafael E. Brown

Title: Director

Date: \_\_\_\_\_

Signed for and on behalf of **salesforce.com, inc.:**

Signature: \_\_\_\_\_

Name: Graham V. Smith

Title: EVP & CFO

Date: \_\_\_\_\_



EXECUTED by the parties:

Signed for and on behalf of **2Catalyze Corp.:**


Signature: .....

Name: Rafael E. Brown

Title: Director

Date: .....

Signed for and on behalf of **salesforce.com, inc.:**

Signature:  .....

Name: Graham V. Smith

Title: EVP & CFO

Date: .....

Appendix A

Country	Type	Title	Serial Number	Registration Number	Filing Date
US	Regular	Rypple Trademark	77819861	3862760	09/03/2009
Canada	Regular	Rypple Trademark	1450468	TMA813160	09/02/2009

## Appendix B

2CATALYZE.ME  
365FEEDBACK.ME  
365FEEDBACK.NET  
ACMEPRIME.COM  
AGILE-PEOPLE-MANIFESTO.CA  
AGILE-PEOPLE-MANIFESTO.COM  
AGILE-PEOPLE-MANIFESTO.ORG  
AGILEPEOPLEMANIFESTO.CA  
AGILEPEOPLEMANIFESTO.COM  
AGILEPEOPLEMANIFESTO.ORG  
FEEDBACK4.ME  
FEEDBACKATWORK.COM  
FEEDBACKISFUNDAMENTAL.COM  
FEEDBACKISFUNDAMENTAL.NET  
FEEDBACKISFUNDAMENTAL.ORG  
FINDOUTWHATPEOPLEREALLYTHINK.COM  
FINDOUTWHATPEOPLETHINK.COM  
GETTOUCHBASE.COM  
GIVEGETCOACH.COM  
MAKEWORKMEANINGFUL.CA  
MAKEWORKMEANINGFUL.CO  
MAKEWORKMEANINGFUL.COM  
MAKEWORKMEANINGFUL.NET  
MAKEWORKMEANINGFUL.ORG  
MAKEWORKMEANINGFUL.TV  
MYRIPPLE.NET  
PERSONALPERFORMANCEMANAGEMENT.COM  
REPUTATIONATWORK.CA  
REPUTATIONATWORK.COM  
REPUTATIONATWORK.NET  
REPUTATIONATWORK.ORG  
RHYPPL.COM  
RIPL.ME  
RIPLL.COM  
RIPLL.ME  
RIPUL.COM  
RIPUL.ME  
RIPULL.COM  
RIPULL.ME  
RRYPPLE.COM  
RYPL.ME  
RYPLL.COM  
RYPLL.ME  
RYPLLE.COM  
RYPPL.BIZ  
RYPPL.CA  
RYPPL.CC  
RYPPL.CO

RYPPE.COM  
RYPPE.INFO  
RYPPE.JOBS  
RYPPE.ME  
RYPPE.MOBI  
RYPPE.ORG  
RYPPE.TV  
RYPPE.US  
RYPPE.WS  
RYPPECDN.COM  
RYPPECOACH.COM  
RYPPECOACH.INFO  
RYPPECOACH.NET  
RYPPECOACH.ORG  
RYPPECORP.COM  
RYPPEEFFECT.CA  
RYPPEEFFECT.COM  
RYPPEEFFECT.INFO  
RYPPEEFFECT.ME  
RYPPEEFFECT.MOBI  
RYPPEEFFECT.NET  
RYPPEEFFECT.ORG  
RYPPEEFFECT.TV  
RYPPEFEEDBACK.COM  
RYPPEINC.COM  
RYPPEINSIGHT.COM  
RYPPEINSIGHT.INFO  
RYPPEINSIGHT.NET  
RYPPEINSIGHT.ORG  
RYPPEKUDOS.COM  
RYPPEKUDOS.INFO  
RYPPEKUDOS.NET  
RYPPEKUDOS.ORG  
RYPPLLE.COM  
RYPPPLE.COM  
RYPUL.COM  
RYPUL.ME  
RYPULL.COM  
RYPULL.ME  
RYYPLE.COM  
SNOWFLAKE.ME  
SNOWFLAKEALPHA.COM  
SNOWFLAKEBET.A.COM  
SNOWFLAKEDEMO.COM  
THELEARNINGCOLLABORATIVE.COM  
THERYPPEEFFECT.CA  
THERYPPEEFFECT.COM  
THERYPPEEFFECT.INFO  
THERYPPEEFFECT.ME  
THERYPPEEFFECT.MOBI  
THERYPPEEFFECT.NET

THERYPPLEEFFECT.ORG  
THERYPPLEEFFECT.TV  
THEUNIVERSALGIFTCARD.COM  
WORKPLACEHERO.CO  
WORKPLACEHERO.COM  
WORKPLACEZERO.COM  
WRIPPLE.ME