

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
Department of Behavior and Logic, Inc.		10/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Twitter, Inc.		
Street Address:	1355 Market Street, Suite 900		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4126288	CABANA	
Registration Number:	4126298		
CORRESPONDENCE DATA			
Fax Number:	6509385200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25980-00070-4198		
NAME OF SUBMITTER:	Karen A. Webb		
Signature:	/KAW/		

CH \$65.00 4126288

Date:

02/28/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 15, 2012 by and between Twitter, Inc., a Delaware corporation ("Assignee"), and Department of Behavior and Logic, Inc., a Delaware corporation ("Assignor"). Capitalized terms used in this Agreement and not defined shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Agreement and Plan of Merger and Reorganization dated as of the date hereof (the "Merger Agreement") by and among Assignee, Hedwig Acquisition Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Assignee, Swoops Acquisition Sub, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Assignee, Assignor, Reeve Thompson, Jeremy Gordon, Zak Taylor and Luke Alonso, and with respect to Section 1.9 and Articles VI, X and XI thereof only, Reeve Thompson, as Stockholders' Agent, pursuant to which Assignor has become a wholly-owned subsidiary of Assignee; and

WHEREAS, Assignor now wishes to assign to Assignee all of Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the good will associated with and symbolized by them, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

With respect to all of the trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the Business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Merger Agreement.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the day and year first above written.

ASSIGNEE:

TWITTER, INC.

By: Ali Rowghani

Name: Ali Rowghani

Title: Chief Financial Officer

ASSIGNOR:

DEPARTMENT OF BEHAVIOR AND LOGIC, INC.

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the day and year first above written.

ASSIGNEE:

TWITTER, INC.

By: _____

Name: _____

Title: _____

ASSIGNOR:

DEPARTMENT OF BEHAVIOR AND LOGIC, INC.

By:  _____

Name: Reeve S. Thompson



Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 004972 FRAME: 0244

SCHEDULE I

ASSIGNED TRADEMARKS

Trademark	Country/ Region	Status	Application/ Registration No.	Class/Description of Goods
	U.S.	Registered	App No. 85140482 Reg. No. 4126298	Class 9 – computer programs used in the design and creation of computer application software for mobile electronic devices
CABANA	U.S.	Registered	App No. 85136134 Reg. No. 4126288	Class 9 – computer programs used in the design and creation of computer application software for mobile electronic devices
	CTM	Registered	009826397	Class 9 – computer programs used in the design and creation of computer application software for mobile electronic devices
CABANA	CTM	Registered	009826413	Class 9 – computer programs used in the design and creation of computer application software for mobile electronic devices