

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/23/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	SmartReply, Inc.		06/06/2011
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SmartReply Technologies, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3453832	SMARTREPLY
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:	617-261-3100		
Email:	kathleen.burch@klgates.com		
Correspondent Name:	Kathleen Burch		
Address Line 1:	One Lincoln Street		
Address Line 2:	State Street Financial Center		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Kathleen Burch		
Signature:	/kathleen burch/		

Date:

05/17/2013

**Total Attachments: 11**

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## ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT AND ASSIGNMENT

This ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT AND ASSIGNMENT is effective, *nunc pro tunc*, as of June 6, 2011 ("Date of Assignment"), by SmartReply, Inc., a California corporation ("Assignor"), to SmartReply Technologies, Inc., a Delaware corporation ("Assignee").

WHEREAS, prior to June 6, 2011, Assignor owned the entire right, title and interest in and to the trademark registration set forth on Schedule A attached hereto, including all common law and statutory right, title and interest, together with the goodwill related thereto (the "Mark");

WHEREAS, on June 6, 2011, Assignor did assign all right, title and interest in and to the trademark registration set forth on Schedule A attached hereto, including all common law and statutory right, title and interest, together with the goodwill, to Assignee pursuant to a Contribution, Assignment and Assumption, and Bill of Sale Agreement and Plan of Reorganization, dated June 6, 2011, by and between the Assignor, and the Assignee (the "Contribution Agreement"), set forth on Schedule B attached hereto;

WHEREAS, Assignor, as of June 6, 2011, appointed Assignee as the true and lawful attorney-in-fact of Assignor, with full power of substitution in the name of Assignor, to take any and all steps necessary or appropriate in connection with the transfer of the Mark and to execute and deliver all documents and other instruments in connection with the transfer of the Mark;

WHEREAS, Assignee, on behalf of itself and Assignor, is desirous of making this Assignment a matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Assignor hereby acknowledges that it did, on June 6, 2011, sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to said Mark, together with the business and goodwill of the business symbolized and associated with the aforesaid Mark, and all claims, if any, which may have arisen thereunder prior to the date of the Assignment.

To the extent that the Mark may be deemed not to have been assigned, the Assignor hereby assigns, *nunc pro tunc* as of June 6, 2011, the entire right, title, and interest of Assignor in and to said Mark, together with the business and goodwill of the business symbolized and associated with the aforesaid Mark, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment.

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IN WITNESS WHEREOF, the undersigned hereby certifies that Assignor has duly assigned the Mark pursuant to the Contribution Agreement and, the undersigned has caused this Assignment to be executed by its respective duly authorized officers on the date first written above.

**ASSIGNOR**

BY: SMARTREPLY TECHNOLOGIES, INC.,  
as Attorney-in-Fact of Assignor

By: Robert C. Leahy  
Robert C. Leahy  
Chief Financial Officer and Treasurer

**ASSIGNEE**

SMARTREPLY TECHNOLOGIES, INC.

By: Robert C. Leahy  
Robert C. Leahy  
Chief Financial Officer and Treasurer

SCHEDULE A

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SMARTREPLY	United States	July 19, 2006	3,453,832	June 24, 2008

SCHEDULE B

**CONTRIBUTION, ASSIGNMENT AND ASSUMPTION, AND BILL OF SALE  
AGREEMENT AND PLAN OF REORGANIZATION (REDACTED)**

**CONTRIBUTION, ASSIGNMENT AND ASSUMPTION, AND  
BILL OF SALE AGREEMENT AND  
PLAN OF REORGANIZATION**

This Contribution, Assignment and Assumption, and Bill of Sale Agreement and Plan of Reorganization (this "Contribution Agreement") is made by and between SmartReply, Inc. ("Parent"), a California corporation, and SmartReply Technologies, Inc. ("Target"), a Delaware corporation, as of June 6, 2011. All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Merger Agreement (as defined below).

**WITNESSETH:**

WHEREAS, Parent, Target, SoundBite Communications, Inc., a Delaware corporation ("Acquiror"), RedPlanet Acquisition Corp., a Delaware corporation ("Merger Sub"), and certain other parties thereto have entered into an Agreement and Plan of Merger dated as of May 23, 2011 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into Target;

WHEREAS, Target has been formed for the purpose of achieving certain legal and regulatory objectives in connection with the Merger Agreement and to facilitate the Reorganization;

WHEREAS, pursuant to the Merger Agreement, Parent desires to contribute, transfer, assign, convey and deliver to Target, and Target desires to accept and acquire from Parent, all of the Contributed Assets (as defined below) and assume the Assumed Obligations (as defined below); and

WHEREAS, Parent and Target intend that Parent's contribution and transfer of the Contributed Assets to Target pursuant to this Contribution Agreement, together with certain other actions that collectively constitute the Reorganization, qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

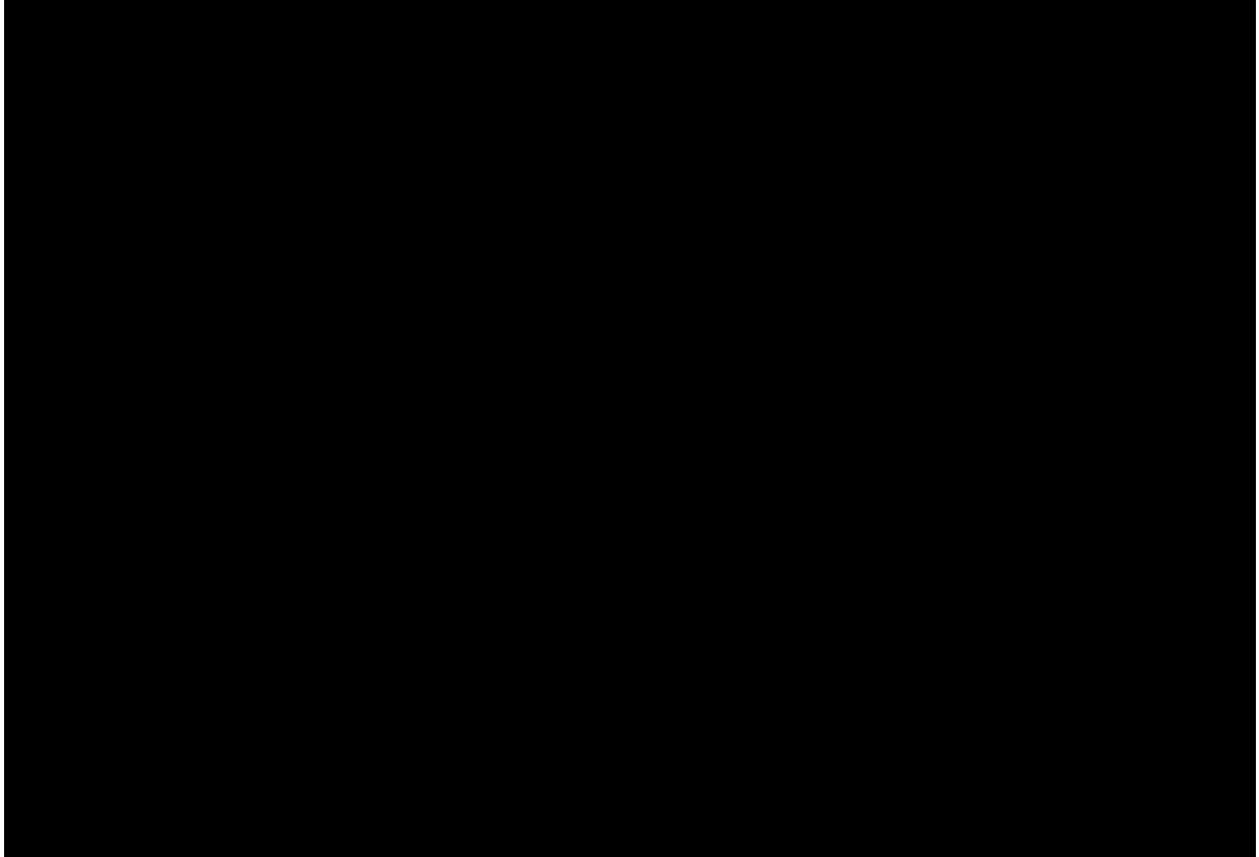
NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I.

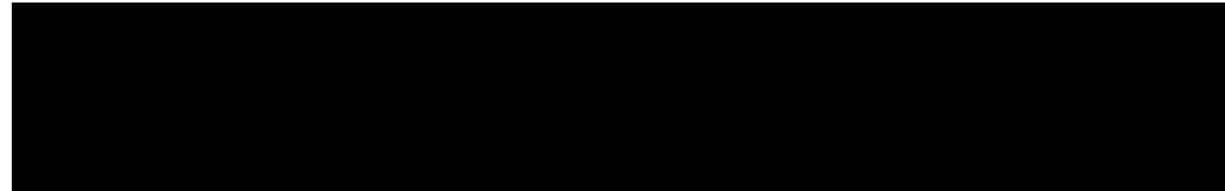
CONTRIBUTION OF ASSETS

1.1 Contribution of Assets. Parent hereby contributes, transfers, assigns, conveys and delivers to Target all of Parent's right, title, benefit and interest in and to all assets of Parent, other than the Excluded Assets (as defined in the Merger Agreement), of every kind and description wherever located and whether tangible or intangible or real, personal or mixed, and as the same shall exist on the date hereof, whether or not

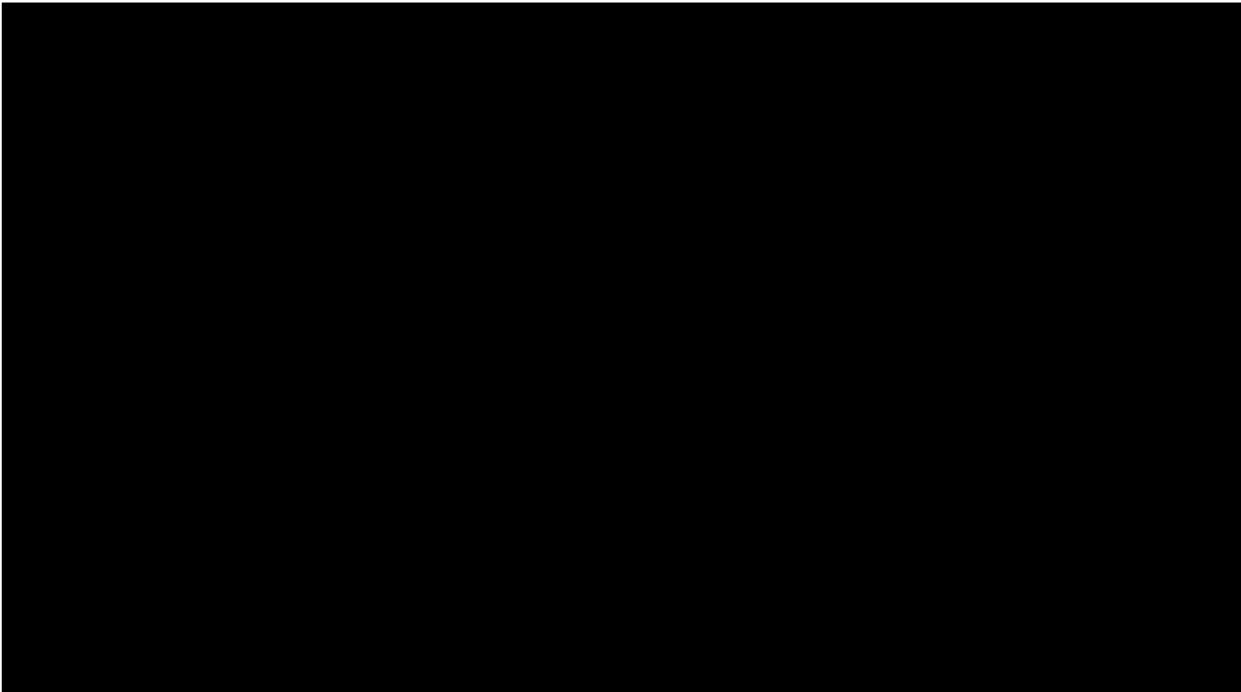
appearing on the books of Parent (collectively, the "Contributed Assets"), free and clear of all Encumbrances, all in accordance with the terms and conditions of this Contribution Agreement.



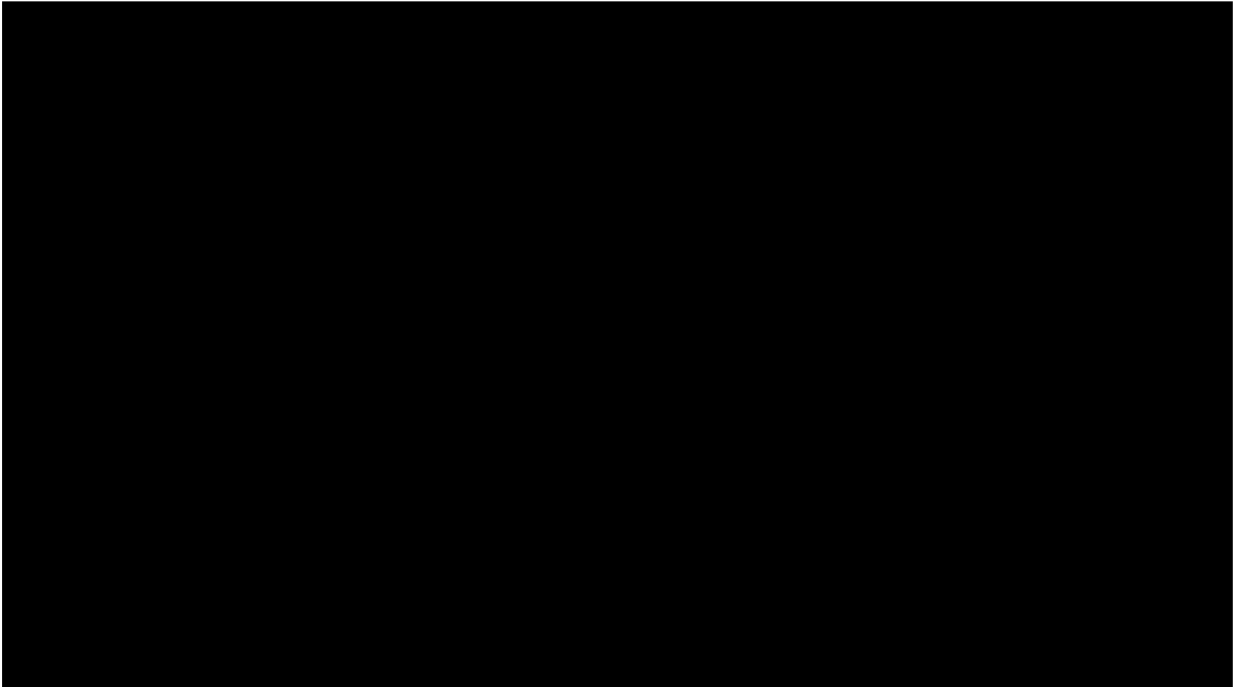
1.4 Further Assurances. From time to time after the date hereof, Parent and Target agree to promptly take such further actions and execute and deliver such additional instruments of contribution, transfer, assignment (including, without limitation, intellectual property assignment documents in form and substance necessary and sufficient to file with the United States Patent and Trademark Office and United States Copyright Office and analogous authorities in foreign jurisdictions), conveyance and delivery, and such consents, assurance and other similar instruments as may be reasonably requested by the other party in order to vest in Target all right, title and interest in and to the Contributed Assets and the Assumed Obligations, and otherwise in order to carry out the purpose and intent of this Contribution Agreement. Target agrees to promptly take any actions and deliver any instruments as may be requested by any party that has filed a UCC financing statement against Parent related to any Contributed Asset.

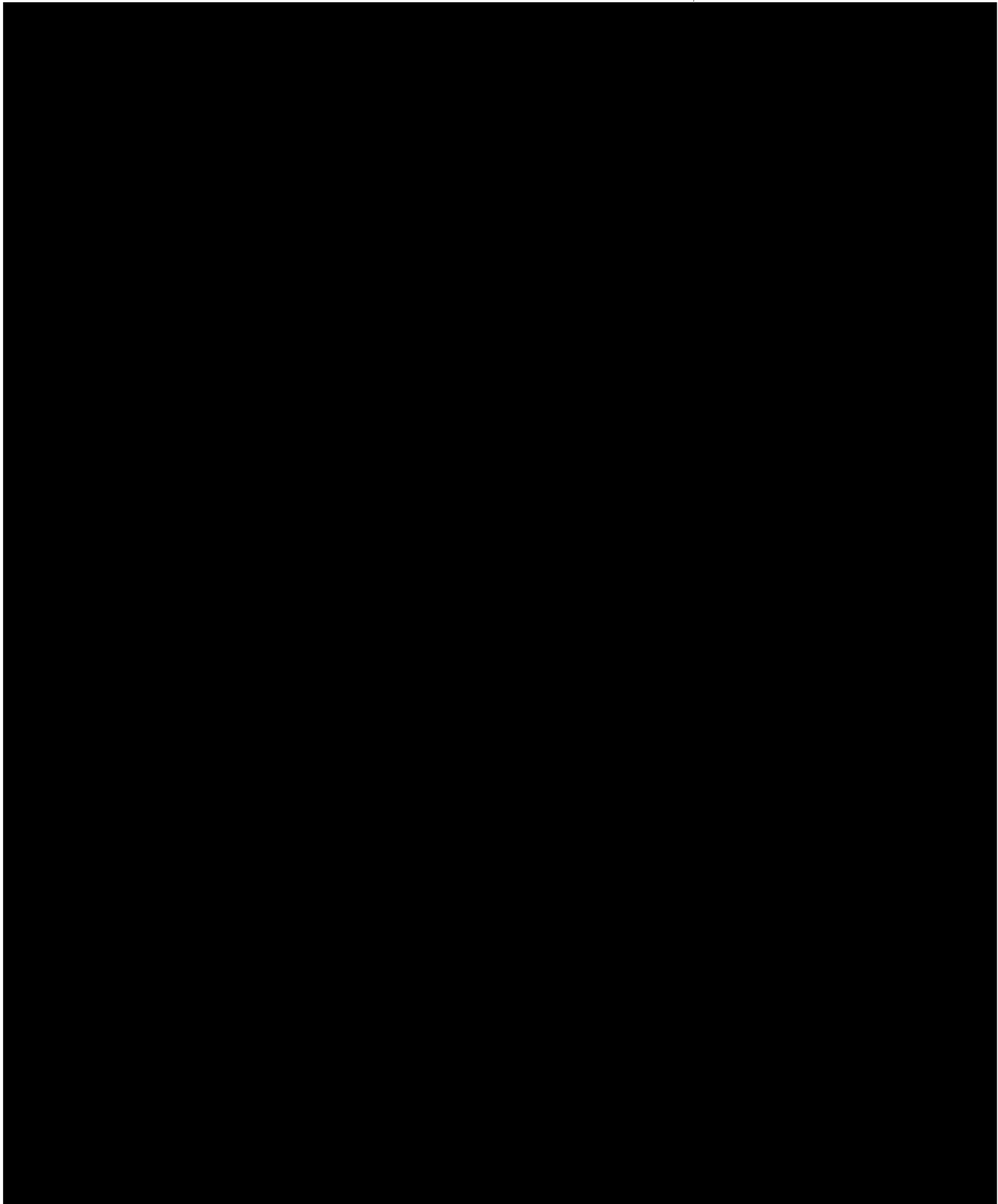


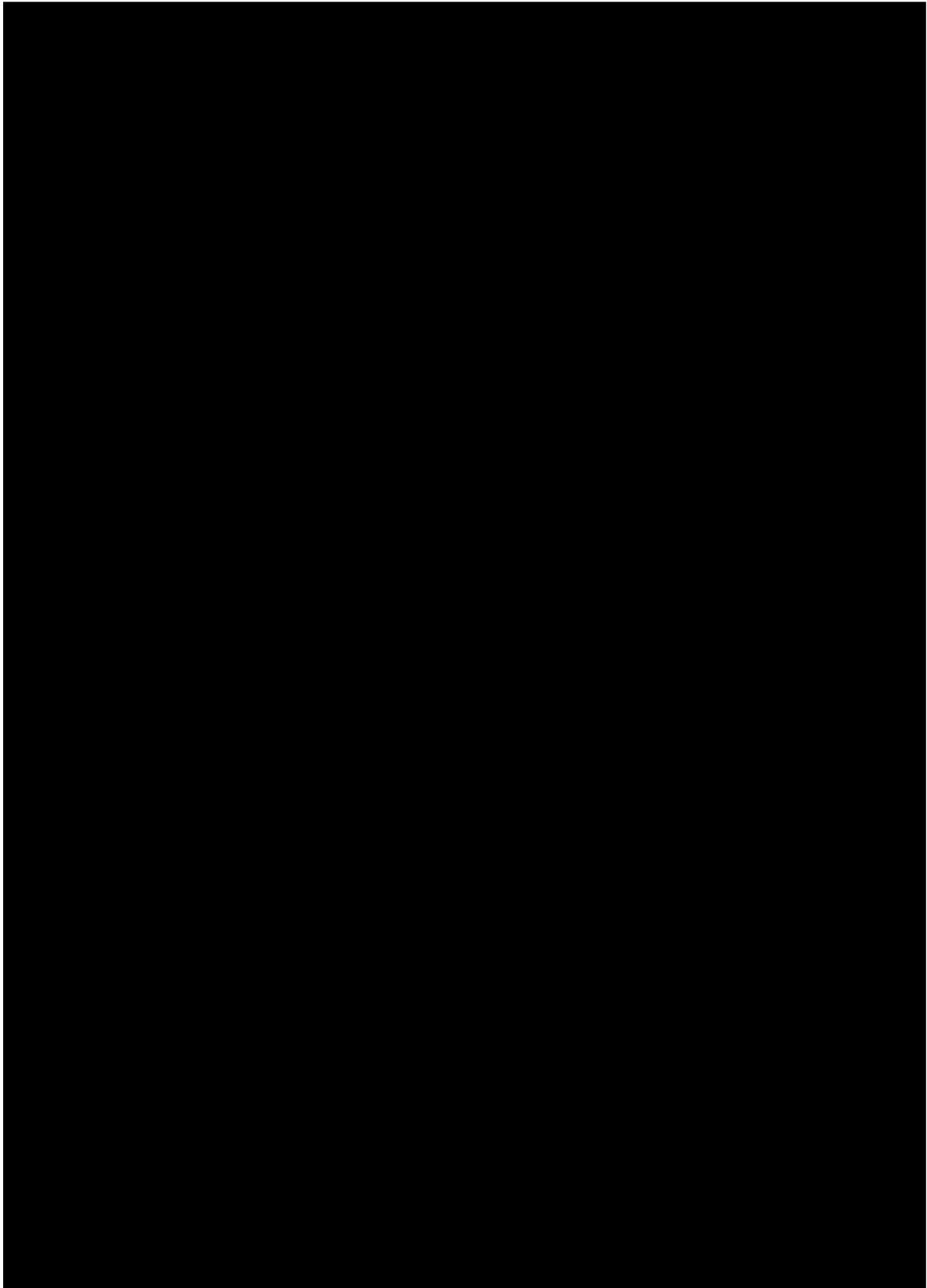




1.6 Power of Attorney. Parent hereby appoints, effective as of the date hereof, Target and its successors and permitted assigns as the true and lawful attorney-in-fact of Parent, and any successor of Parent, including but not limited to SmartReply Services, LLC, with full power of substitution in the name of Parent, to take any and all steps necessary or appropriate in connection with the transfer of the Contributed Assets pursuant to the Reorganization and to execute and deliver all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate in connection with the transfer of the Contributed Assets pursuant to the Reorganization.

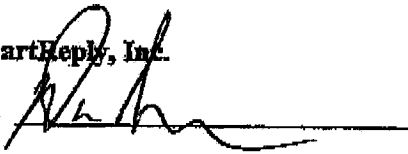








IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the date first above written.

SmartReply, Inc.  
By: 

Name: David T. Savage

Title: Chief Executive Officer

SmartReply Technologies, Inc.  
By: 

Name: David T. Savage

Title: Chief Executive Officer

[Signature page to Contribution Agreement]