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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM297876

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DACHIS CORPORATION D/B/A DACHIS GROUP		02/28/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	Sprinklr, Inc.	
Street Address:	29 West 35th Street, 8th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10001	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	3611087	DRILLTEAM	
Serial Number:	85702471	ENGAGEMENT @ SCALE	
Registration Number:	4080264	SBI	
Registration Number:	4348222	SOCIAL BUSINESS COUNCIL	
Registration Number:	4091432	SOCIAL BUSINESS DESIGN	
Registration Number:	4239420	SOCIAL BUSINESS INDEX	
Registration Number:	4031102	THE HOSTIES	

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 317-496-7607

Email: gczaja@sprinklr.com
Correspondent Name: Gregory J Czaja

Address Line 1: 16765 Morris Manor Court
Address Line 4: Westfield, INDIANA 46062

NAME OF SUBMITTER:	Gregory J Czaja
SIGNATURE:	/Gregory J Czaja/
DATE SIGNED:	03/12/2014

TRADEMARK REEL: 005235 FRAME: 0558

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and delivered as of February 28, 2014 (the "<u>Effective Date</u>") by **DACHIS CORPORATION D/B/A DACHIS GROUP**, a Delaware corporation (the "<u>Assignor</u>"), for the benefit of **SPRINKLR**, **INC.**, a Delaware corporation (the "<u>Assignee</u>"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, Assignor and the Assignee have entered into a certain Asset Purchase Agreement, dated as of February 19, 2014 (the "Agreement"); and

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademarks listed in <u>Schedule A</u> (hereinafter called the "<u>Marks</u>"); and

WHEREAS, in connection with the Agreement, Assignee is acquiring Assignor's business in connection with which the Marks are intended to be used and is desirous of acquiring all of Assignor's common law and statutory right, title and interest in and to the Marks set forth in Schedule A in the United States of America and its territories and possessions.

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agrees as follows:

- 1. Assignor hereby irrevocably sells, assigns and transfers to Assignee, its successors and assigns (a) all of Assignor's right, title and interest in and to the Marks, free and clear of all liens, claims and encumbrances, together with the goodwill of the business symbolized by, and connected with the use of, the Marks being assigned, as provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Marks, and (c) all causes of action for any and all past infringements of the rights being assigned and the right to collect and retain proceeds therefrom.
- 2. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 3. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.
- 4. From time to time, until one year following the Closing, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, at such other party's cost and expense and as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by the Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.
- 5. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

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- 6. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Marks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
- 7. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.
- 8. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The parties' signatures may be evidenced by PDF or facsimile transmissions, and each party may rely on a PDF or facsimile signature on behalf of the other party as proof of the other party's execution of this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.
DACHIS CORPORATION D/B/A DACHIS GROUP (Assignor/Grantor)
By:
Name: Jeffrey Dachis
Title: President and Chief Executive Officer
Date: February 27, 2014
Witness: Luse Punbach Date: February 27, 2014
SPRINKLR, INC.
(Assignee/Grantee)
(Assignee/Grantee)
By:
Title:
Date:
Witness:
Date:

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

(Assignor/Grantor) By: Name: Title: Date: Witness: Date: SPRINKLR, INC. (Assignee/Grantee) By: Name: CHRIS Lynch Title: Date: Witness: Date: Witness: Date: A 28 //4

DACHIS CORPORATION D/B/A DACHIS GROUP

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

MARK	COUNTRY	APP NO./ REG NO.	FILING DATE/ REG. DATE
∜ Drillteam	United States	Reg. No. 3611087	Reg. Date April 28, 2009
ENGAGEMENT @ SCALE	United States	App. No. 85702471	Filing Date August 13, 2012
SBI	United States	Reg. No. 4080264	Reg. Date January 3, 2012
SOCIAL BUSINESS COUNCIL	United States	Reg. No. 4348222	Reg. Date June 4, 2013
SOCIAL BUSINESS DESIGN	Canada	App. No. 1553541	Filing Date November 24, 2011
SOCIAL BUSINESS DESIGN	United States	Reg. No. 4091432	Reg. Date January 24, 2012
SOCIAL BUSINESS INDEX	United States	Reg. No. 4239420	Reg. Date November 6, 2012
the hosties	United States	Reg. No. 4031102	Reg. Date September 27, 2011

RECORDED: 03/12/2014

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