

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LeadRocket, Inc.		05/05/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Callidus Software, Inc.		
Street Address:	6200 Stoneridge Mall Road		
Internal Address:	Ste 500		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2182071	MARKETING GENIUS	
Registration Number:	3347365		
Registration Number:	3391065	GENIUS INTERACTIVE	
Registration Number:	3614660	SO SIMPLE IT'S GENIUS	
Registration Number:	3181721	MARKETINGGENIUSCOM	
Registration Number:	3181746	PEOPLE NOT CLICKS	
Registration Number:	3201596	GET SMART ABOUT YOUR CUSTOMER	
Registration Number:	3201597	GENIUS	
Registration Number:	3332245	GENIUS.COM	
Registration Number:	3201599	GENIUS INCORPORATED	
Registration Number:	3201600	SALESGENIUS	
Serial Number:	85543623	LEADROCKET	
CORRESPONDENCE DATA			
Fax Number:	4089711817		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-878-6200		
Email:	trademarks@tzpatents.com		
Correspondent Name:	TABARROK & ZAHRT LLP		
TRADEMARK			

OP \$315.00 2182071

Address Line 1: 60 SOUTH MARKET ST.
Address Line 2: STE 1250
Address Line 4: SAN JOSE, CALIFORNIA 95113

ATTORNEY DOCKET NUMBER: 14-CALLIDUS

NAME OF SUBMITTER: Karen Gibson

SIGNATURE: /Karen Gibson/

DATE SIGNED: 05/12/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of May 5, 2014, is entered into by and between LeadRocket, Inc. a company organized under the laws of the State of Delaware ("Assignor"), and Callidus Software Inc., a company organized under the laws of the State of Delaware ("Assignee"). All capitalized terms used but not defined herein shall have the meaning given in the Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into an Agreement, dated as of May 5, 2014 (the "Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee the Transferred Trademarks.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Agreement, good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Trademarks. The term "Assigned Trademarks" means the Transferred Trademarks, as set forth on Schedule A attached hereto.

2. Assignment. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. No Warranties. This Trademark Assignment provides no warranties of any kind, express or implied, with respect to the Assigned Trademarks.

4. Further Assurances. Assignor will, at the request and expense of the Assignee (except for the value of the time of the Assignor's employees), use its commercially reasonable efforts to do all lawful acts that are necessary for evidencing, maintaining, recording and perfecting the Assignee's rights to any Assigned Trademarks. In addition, and without limiting and not in lieu of the preceding sentence, Assignor shall complete, as soon as practicable after the Closing as agreed by the parties, any necessary re-execution and notarization and other procedural steps to be taken by the Assignor to render Trademark assignments suitable for filing in each jurisdiction in which such Assigned Trademarks have been filed or recorded.

5. Successors and Assigns. This Trademark Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

6. Severability. If any provision of this Trademark Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark Assignment will remain in full force and effect. Any provision of this Trademark Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law. This Trademark Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). The parties hereto hereby declare that it

TRADEMARK ASSIGNMENT

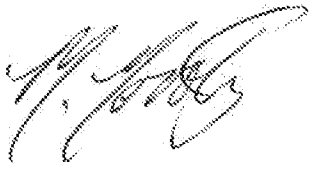
is their intention that this Trademark Assignment shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto agrees that this Trademark Assignment has been entered into by the parties hereto in express reliance upon 6 Del. C. § 2708.

8. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

9. Precedence. Those trademark assignments executed and delivered to Assignee purporting to assign any Assigned Trademarks in a particular Trademark jurisdiction (the "Jurisdiction Specific Trademark Assignment(s)") are solely for registration or recordation purposes. The Agreement shall take precedence over this Trademark Assignment and/or any Jurisdiction Specific Trademark Assignment; and this Trademark Assignment shall take precedence over any Jurisdiction Specific Trademark Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Agreement and any term or condition in this Trademark Assignment or in any Jurisdiction Specific Trademark Assignment, the terms and conditions of the Agreement shall prevail and govern. In the event of any difference, discrepancy or conflict between any term or condition in this Trademark Assignment and any term or condition in any Jurisdiction Specific Trademark Assignment, the terms and conditions of this Trademark Assignment shall prevail and govern.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Witness Signature: 

Witness Name (print): Michelle Novotny

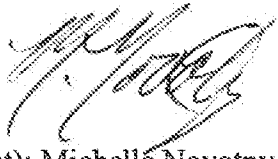
ASSIGNOR:

LeadRocket, Inc

By: 

Name: Bob L. Corey

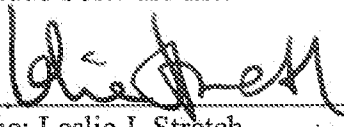
Title: Director, Treasurer and Secretary

Witness Signature: 

Witness Name (print): Michelle Novotny

ASSIGNEE:

Callidus Software Inc.


By: 

Name: Leslie J. Stretch

Title: CEO and President

SCHEDULE A

REGISTERED TRADEMARKS

Description	Country	Serial #	Filing Dt	Reg #	Reg. Dt
MARKETING GENIUS	US	75277858	4/21/1997	2182071	8/18/1998
	US	77130799	3/14/2007	3347365	12/4/2007
(design)					
GENIUS INTERACTIVE	US US	77143711	3/29/2007	3391065	3/4/2008
SO SIMPLE IT'S GENIUS	US	77406859	2/26/2008	3614660	5/5/2009
MARKETINGGENIUS.COM	US	78538123	12/23/2004	3181721	12/5/2006
MARKETINGGENIUS.COM & DESIGN	CTM (European Community)	004586186	08/04/2006	004586186	08/22/2006
PEOPLE NOT CLICKS	US	78559410	2/2/2005	3181746	12/5/2006
GET SMART ABOUT YOUR CUSTOMER	US	78837251	3/14/2006	3201596	1/23/2007
GENIUS	US	78837254	3/14/2006	3201597	1/23/2007
GENIUS.COM	US	78837259	3/14/2006	3332245	11/6/2007
GENIUS.COM	CTM (European Community)	008929771	3/1/2010	008929771	08/24/2010
GENIUS INCORPORATED	US	78837263	3/14/2006	3201599	1/23/2007
SALESGENIUS	US	78837266	3/14/2006	3201600	1/23/2007

TRADEMARK APPLICATIONS

Description	Country	Serial #	Filing Dt	Reg #	Reg. Dt
LEADROCKET	US	85543623	02/15/2012	NONE	NONE

[ATTACHMENT 1 TO TRADEMARK ASSIGNMENT]

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