

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HADAPT, INC.		07/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TERADATA US, INC.		
Street Address:	10000 INNOVATION DRIVE		
City:	MIAMISBURG		
State/Country:	OHIO		
Postal Code:	45342		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4218639	HADAPT	
CORRESPONDENCE DATA			
Fax Number:	9378478425		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	937-242-4728		
Email:	Karen.Dutko@Teradata.com		
Correspondent Name:	TERADATA US, INC.		
Address Line 1:	10000 INNOVATION DRIVE		
Address Line 4:	MIAMISBURG, OHIO 45342		
ATTORNEY DOCKET NUMBER:	HADAPT TRDMRK ASSIGNMENT		
NAME OF SUBMITTER:	John D. Cowart		
SIGNATURE:	/John D. Cowart/		
DATE SIGNED:	09/22/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 17th day of July, 2014, by HADAPT, INC., a Delaware corporation, having a place of business at 614 Massachusetts Avenue, 4th Floor, Cambridge, Massachusetts 02139 (together with its subsidiary, "Assignor"), under the following circumstances:

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to the trademarks listed on Schedule 1 attached hereto, including all registrations, applications for registration, and common law trademark rights, where such common law rights are recognized, as well as the goodwill of the business associated therewith (the "Trademarks");

WHEREAS, Assignor and Teradata Corporation, a Delaware corporation ("Purchaser") are parties to an Asset Purchase Agreement dated as of July 17, 2014 ("Asset Purchase Agreement") pursuant to which Purchaser is purchasing from Assignor, and Assignor is selling to Purchaser, substantially all of the assets of Assignor's business, including Assignor's entire right, title, and interest in and to the Trademarks. Assignor is executing and delivering this Assignment pursuant to Section 3.2(a) of the Asset Purchase Agreement;

WHEREAS, pursuant to Section 8.11 of the Asset Purchase Agreement, Assignor is, at the instruction of Purchaser, assigning to Teradata US, Inc., a Delaware corporation and "Affiliate" (as defined in the Asset Purchase Agreement) of Purchaser, having its principal place of business at 10000 Innovation Drive, Miamisburg, Ohio 45342 ("Assignee"), Assignor's entire right, title, and interest in and to the Trademarks; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks throughout the world in perpetuity, and all income, royalties, damages and payments now or hereinafter due or payable with respect to the Trademarks and all causes of action (either in law or in equity) related to the Trademarks, including the right to sue, counterclaim and recover damages for past, present and future infringement of any of the Trademarks, and the exclusive right to apply for and maintain all registrations, renewals, and/or extensions thereof.

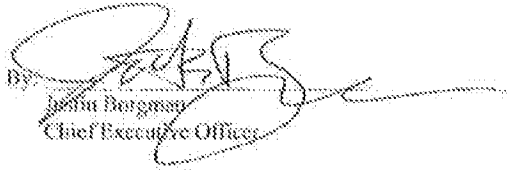
Assignor hereby agrees, without further payment or compensation by Assignee or its successors or assigns, to promptly execute all papers and to perform such other acts reasonably necessary to secure to Assignee, or its successors or assigns, the rights hereby transferred, in any jurisdiction in the world, including but not limited to Assignor's execution of assignments in recordable form in each jurisdiction where trademark applications are pending and registrations are issued.

Assignor hereby authorizes and requests that each national government or authority that has issued registrations for the Trademarks, or which holds applications for such registrations, record and memorialize this Assignment with regard to the Trademarks.

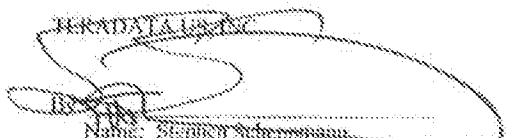
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by the duly authorized officers indicated below:

HADAPT, INC.

BY: 
Justin Bergman
Chief Executive Officer

Agreed to and Accepted:


Name: Stephen Schreppmann
Title: President

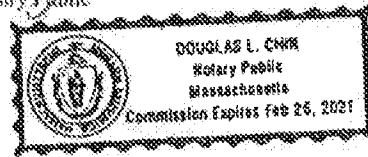
[Signature Page to Trademark Assignment]

NOTARIAL CERTIFICATION

State of Massachusetts
County of Norfolk ss:

Before me, a notary public for the above-indicated county and state, personally appeared John Pagan, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his free act and deed.

Douglas L. Clark
Notary Public



NOTARIAL CERTIFICATION

State of Georgia
County of Fulton ss:

Before me, a notary public for the above-indicated county and state, personally appeared Stephen Schepers, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his or her free act and deed.

Kindra F. Velez
Notary Public



[Trademark Assignment]

Schedule I

Trademark	Image	Application No.	Registration No.	Application Date	Registration Date	Owner Name
HADAPT DOCUMENT-ORIENTED COLUMNS	HADAPT DOCUMENT-ORIENTED COLUMNS	App 86001080		App 02-JUL-2013		HADAPT, INC.
HADAPT MULTISTRUCTURED TABLES	HADAPT MULTISTRUCTURED TABLES	App 86001085		App 02-JUL-2013		HADAPT, INC.
HADAPT SCHEMALESS SQL	HADAPT SCHEMALESS SQL	App 86001101		App 02-JUL-2013		HADAPT, INC.
HADAPT FLEXIBLE SCHEMA	HADAPT FLEXIBLE SCHEMA	App 86001094		App 02-JUL-2013		HADAPT, INC.
QUESTION EVERYTHING	QUESTION EVERYTHING	App 85801807		App 13-DEC-2012		HADAPT, INC.

Trademark	Image	Application No.	Registration No.	Application Date	Registration Date	Owner Name
HADAPT DEVELOPMENT KIT	HADAPT DEVELOPMENT KIT	App 85801830		App 13-DEC-2012		HADAPT, INC.
HADAPT	HADAPT	App 85230095	Reg 4218639	App 31-JAN-2011	Reg 02-OCT-2012	HADAPT, INC.
HADAPT		App 10121747	Reg 10121747	App 13-JUL-2011	Reg 16-DEC-2011	HADAPT, INC.
HADAPT		App 2182847		App 29-JUL-2011		HADAPT, INC.

Foreign Trademarks:

- Europe: HADAPT, registration no. 10,121,747
- Japan: HADAPT, registration no. 5,466,134
- India: HADAPT, application no. 2,182,847