

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Demand Media, Inc.		02/24/2015	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: 3			
Property Type	Number	Word Mark	
Registration Number:	3193110	PLUCK	
Registration Number:	3397178	SITELIFE	
Registration Number:	2869585	EASYJOURNAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	317-496-7607		
Email:	gczaja@sprinklr.com		
Correspondent Name:	Gregory J Czaja		
Address Line 1:	29 West 35th Street, 8th Floor		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Gregory J Czaja		
SIGNATURE:	/Gregory J Czaja/		
DATE SIGNED:	04/13/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of February 24, 2015 (the "Effective Date") by DEMAND MEDIA, INC., a Delaware corporation (the "Assignor") for the benefit of SPRINKLR, INC., a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, Assignor, Pluck UK Limited, Demand Media (Netherlands) B.V., Assignee and Sprinklr UK Ltd (solely for purposes of certain sections thereof) have entered into a certain Asset Purchase Agreement, dated as of February 18, 2015 (the "Agreement");

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

WHEREAS, in connection with the Agreement, Assignee 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 (other than Permitted Liens), 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. Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.

3. 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 Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

4. 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.

5. 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.

6. From time to time, 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.

7. 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.

8. 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.

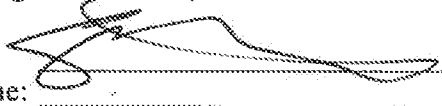
9. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.

10. 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]

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

DEMAND MEDIA, INC.
(Assignor/Grantor)

By: 
Name: _____
Title: _____
Date: February 24, 2015

Witness: _____
Date: February _____, 2015

SPRINKLR, INC.
(Assignee/Grantee)

By: _____
Name: _____
Title: _____
Date: February _____, 2015

Witness: _____
Date: February _____, 2015

[Signature page to Trademark Assignment Agreement]

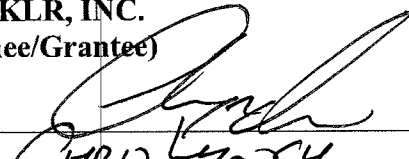
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

DEMAND MEDIA, INC.
(Assignor/Grantor)

By: _____
Name: _____
Title: _____
Date: February ____, 2015

Witness: _____
Date: February ____, 2015

SPRINKLR, INC.
(Assignee/Grantee)

By: 
Name: CHRIS LYNCH
Title: CFO
Date: February 24, 2015

Witness: _____
Date: February ____, 2015

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

Marks

PLUCK TRADEMARKS:

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	Status
PLUCK	AUSTRALIA	1248532	Jun. 26, 2008	1248532	July 27, 2009	Registered
PLUCK	CA	1407292	Aug. 14, 2008		August 14, 2008	Pending
PLUCK	EU	6552384	Jan. 3, 2008	6552384	June 9, 2009	Registered
PLUCK	US	78814213	Feb. 14, 2006	3,193,110	Jan. 2, 2007	Registered
Sitelife	EU	6552343	Jan. 3, 2008	6552343	Dec. 23, 2008	Registered
Sitelife	US	77068404	Dec. 20, 2006	3,397,178	March 18, 2008	Registered
Easyjournal	US	78277487	July 22, 2003	2,869,585	Aug. 3, 2004	Registered