

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/15/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medallia, Inc.		10/15/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Medallia, Inc.		
Street Address:	395 Page Mill Road #100		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3795880	MEDALLIA	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156392000		
Email:	trademarks@cooley.com		
Correspondent Name:	Chantal Z. Hwang, Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave. NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	022635-20000		
NAME OF SUBMITTER:	Chantal Z. Hwang		
SIGNATURE:	/Chantal Z. Hwang/		
DATE SIGNED:	06/18/2015		
Total Attachments: 6			
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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called the "*Merger Agreement*") is made as of October 15, 2010, by and between Medallia, Inc., a California corporation ("*Medallia-California*"), and Medallia, Inc., a Delaware corporation ("*Medallia-Delaware*"). Medallia-California and Medallia-Delaware are sometimes referred to herein as the "*Constituent Corporations*."

WHEREAS, the authorized capital stock of Medallia-California consists of (i) 34,250,000 shares of Common Stock, of which 34,000,000 shares are designated Class A Common Stock and 250,000 shares are designated Class B Common Stock, and (ii) 15,750,000 shares of Preferred Stock, all of which are designated Series A Preferred Stock;

WHEREAS, the authorized capital stock of Medallia-Delaware consists of (i) 34,250,000 shares of Common Stock, of which 34,000,000 shares are designated Class A Common Stock and 250,000 shares are designated Class B Common Stock, and (ii) 15,750,000 shares of Preferred Stock, all of which are designated Series A Preferred Stock; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has determined that it is advisable and to the advantage of said corporations and their respective shareholders and stockholders that Medallia-California merge with and into Medallia-Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Medallia-California shall merge with and into Medallia-Delaware on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

a. **Merger.** Medallia-California shall be merged with and into Medallia-Delaware (the "*Merger*"), and Medallia-Delaware shall be the surviving corporation (the "*Surviving Corporation*") effective at 2:00 p.m. (Pacific Daylight Time) on October 15, 2010 (the "*Effective Time*").

b. **Succession.** At the Effective Time, Medallia-Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of Medallia-California, except insofar as it may be continued by operation of law, shall be terminated and cease.

c. **Transfer of Assets and Liabilities.** At the Effective Time, the rights, privileges, powers and franchises of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property,

rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; *provided, however*, that the liabilities of the Constituent Corporations and of their shareholders and stockholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

d. Common Stock of Medallia-California and Medallia-Delaware. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Class A Common Stock of Medallia-California issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Class A Common Stock of Medallia-Delaware; (ii) each share of Class B Common Stock of Medallia-California issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Class B Common Stock of Medallia-Delaware; and (iii) each share of Common Stock of Medallia-Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

e. Preferred Stock of Medallia-California and Medallia-Delaware. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Series A Preferred Stock of Medallia-California issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Series A Preferred Stock of Medallia-Delaware.

f. Stock Certificates. At and after the Effective Time, all of the outstanding certificates that, prior to the Effective Time, represented shares of the Class A Common Stock, Class B Common Stock or Series A Preferred Stock of Medallia-California shall be deemed for all purposes to evidence ownership of and to represent the shares of Medallia-Delaware into which the shares of Medallia-California represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Medallia-Delaware evidenced by such outstanding certificate as above provided.

g. Options and Warrants of Medallia-California and Medallia-Delaware. At the Effective Time, the Surviving Corporation will assume and continue all of Medallia-California's stock option plans and agreements and warrants in existence at the Effective Time, including, but not limited to, the Amended and Restated 2001 Stock Option Plan, 2008 Equity Incentive Plan,

and the outstanding and unexercised portions of all options to purchase capital stock of Medallia-California, and all options outstanding under such stock option plan and any other outstanding options or warrants to purchase capital stock of Medallia-California shall become options or warrants, as the case may be, to acquire a like number and type of shares of capital stock of Medallia-Delaware at the per share exercise price of the Medallia-California option or warrant, with no other changes in the terms and conditions of such options or warrants. Effective as of the Effective Time, Medallia-Delaware hereby assumes the outstanding and unexercised portions of such options and warrants and the obligations of Medallia-California with respect thereto, including obligations to reserve shares for issuance upon exercise thereof (subject to the provisions of the Certificate of Incorporation and Bylaws of Medallia-Delaware).

h. Employee Benefit Plans. At the Effective Time, the Surviving Corporation shall assume all obligations of Medallia-California under its employee benefit plans, including, but not limited to, its Amended and Restated 2001 Stock Option Plan and 2008 Equity Incentive Plan (including obligations to reserve shares for issuance thereunder).

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

a. Certificate of Incorporation and Bylaws. The Certificate of Incorporation of Medallia-Delaware in effect at the Effective Time shall continue to be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Medallia-Delaware in effect at the Effective Time shall continue to be the Bylaws of the Surviving Corporation.

b. Directors. The directors of Medallia-Delaware immediately preceding the Effective Time shall continue to be the directors of the Surviving Corporation at and after the Effective Time, to serve until the expiration of their terms and until their successors are duly elected and have qualified.

c. Officers. The officers of Medallia-Delaware immediately preceding the Effective Time shall continue to be the equivalent officers of the Surviving Corporation at and after the Effective Time to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

a. Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Medallia-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Medallia-California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Medallia-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

b. Amendment. At any time before or after approval by the shareholders of Medallia-California, this Merger Agreement may be amended, only upon the written consent of the Constituent Corporations, in any manner (except that, after the approval of the Merger

Agreement by the shareholders of Medallia-California, the principal terms may not be amended without the further approval of the shareholders of Medallia-California) as may be determined in the judgment of the respective Boards of Directors of Medallia-Delaware and Medallia-California to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

c. Conditions to Merger. The obligation of each of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either Constituent Corporation in its sole discretion to the extent permitted by law):

i. the Merger shall have been approved by the shareholders of Medallia-California in accordance with applicable provisions of the General Corporation Law of the State of California; and

ii. Medallia-California, as sole stockholder of Medallia-Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

iii. any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Medallia-California to be material to the consummation of the Merger shall have been obtained.

d. Abandonment or Deferral. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Medallia-California, Medallia-Delaware, or both, notwithstanding the approval of this Merger Agreement by the shareholders of Medallia-California or the stockholder of Medallia-Delaware, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of Medallia-California and Medallia-Delaware, such action would be in the best interests of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that Medallia-California shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

e. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California in all respects as such laws are applied to agreements among California residents entered into and performed entirely within California, without giving effect to conflict of law principles thereof.

f. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

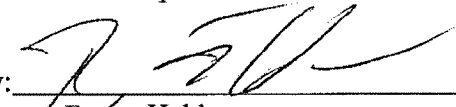
g. Titles and Subtitles. The titles of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

h. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or portable document format (.PDF)), each of which shall be deemed to be an original.

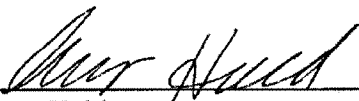
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IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each such corporation and attested to by their respective officers thereunto duly authorized as of the date first written above.

MEDALLIA, INC.
a California corporation

By: 
Name: Borge Hald
Title: Chief Executive Officer


ATTEST:

By: 
Name: Amy Hald
Its: President and Chief Financial Officer

MEDALLIA, INC.,
a Delaware corporation

By: 
Name: Borge Hald
Title: Chief Executive Officer

ATTEST:

By: 
Name: Amy Hald
Its: President and Chief Financial Officer