

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intuit Inc.		12/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Demandforce, Inc.		
Street Address:	22 Fourth Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2636564		
Registration Number:	2811000	CUSTOMERLINK	
Registration Number:	4254974	DEMANDFORCE	
Registration Number:	4569636	DEMANDFORCE. FOR GREAT BUSINESS.	
Registration Number:	3683973	FULL SLATE	
Registration Number:	3046867	GROWTH. ON DEMAND.	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th fl		
Address Line 2:	(042857-0049)		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(042857-0049)		
NAME OF SUBMITTER:	Adam Kummins		
SIGNATURE:	/Adam Kummins/		
DATE SIGNED:	12/17/2015		

OP \$165.00 2636564

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Assignment**") dated as of December 15, 2015 (the "**Effective Date**"), is made by and between Intuit Inc., a Delaware corporation ("**Assignor**"), and Demandforce, Inc., a California corporation ("**Assignee**") (each, a "**Party**" and together, the "**Parties**").

WITNESSETH:

WHEREAS, Assignor is the record owner of the trademarks and trademark registrations and applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A (collectively, the "**Trademarks**");

WHEREAS, the Trademarks are used by Assignee in connection with its business; and

WHEREAS, Assignor has entered into discussions to sell all of the issued and outstanding common stock of Assignee, pursuant to a Stock Purchase Agreement (the "**Stock Purchase Agreement**").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. At Assignee's reasonable expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall

constitute one and the same instrument. This Assignment along with its Schedule constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the Parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties hereto. The failure of either Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

5. Jurisdiction. The Parties hereto agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be brought in any federal court located in the State of Delaware or any Delaware state court, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding in any such court or that any such proceeding brought in any such court has been brought in an inconvenient forum. Process in any such proceeding may be served on either Party anywhere in the world, whether within or without the jurisdiction of any such court.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

INTUIT INC.

By 

Name: R. Neil Williams

Title: Executive Vice President and Chief
Financial Officer

DEMANDFORCE, INC.

By _____

Name: Cameron Alder

Title: President and Chief Executive
Officer

[Signature Page to Trademark Assignment]


TRADEMARK
REEL: 005691 FRAME: 0783

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.


INTUIT INC.

By _____
Name: R. Neil Williams
Title: Executive Vice President and Chief
Financial Officer

DEMANDEORCE, INC.

By  _____
Name: Cameron Alder
Title: President and Chief Executive
Officer

**Schedule A
LIST OF TRADEMARKS**

COUNTRY	TRADEMARK/ SERVICE MARK	STATUS	OWNER
CANADA	FULL SLATE	Registration No. TMA 776775 Registered September 10, 2010 Renewal due September 10, 2025	Intuit Inc.
EUROPEAN UNION	DEMANDFORCE	Registration No. 010664308 Classes 9, 35, 42 Registered July 23, 2012 Renewal due February 22, 2022	Intuit Inc.
EUROPEAN UNION	OPEN VISIT	Registration No. 010664324 Classes 9, 35, 42 Registered July 23, 2012 Renewal due February 22, 2022	Intuit Inc.
UNITED STATES		Registration No. 2,636,564 Class 35 Registered October 15, 2002 Section 8 & 15 and renewal filed September 7, 2012 Renewal due October 15, 2022	Intuit Inc.
UNITED STATES	CUSTOMERLINK	Registration No. 2,811,000 Class 35 Registered February 3, 2004 Section 8 & 15 and renewal filed February 7, 2014 Renewal due February 3, 2024	Intuit Inc.
UNITED STATES	DEMANDFORCE	Registration No. 4,254, 974 Classes 35, 42 Registered December 4, 2012 Section 8 & 15 due December 4, 2018 Renewal due December 4, 2022	Intuit Inc.
UNITED STATES	DEMANDFORCE. FOR GREAT BUSINESS.	Registration No. 4,569,636 Class 35 Registered July 15, 2014 Section 8 & 15 due July 15, 2020 Renewal due July 15, 2024	Intuit Inc.

COUNTRY	TRADEMARK/ SERVICE MARK	STATUS	OWNER
UNITED STATES	FULL SLATE	Registration No. 3,683, 973 Class 42 Registered September 15, 2009 Section 8 & 15 filed and approved February 2009 Renewal due September 15, 2019	Intuit Inc.
UNITED STATES	GROWTH. ON DEMAND.	Registration No. 3,046,867 Class 42 Registered January 17, 2006 Section 8 & 15 filed January 14, 2012 Renewal due January 17, 2016	Intuit Inc.