

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379100

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.		04/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Quickbase, Inc.		
Street Address:	c/o Welsh, Carson, Anderson & Stowe		
Internal Address:	320 Park Avenue, Suite 2500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1953071	QUICKBASE	
Registration Number:	2716241	QUICKBASE	
Registration Number:	4708981	QUICKBASE EXCHANGE	
Registration Number:	4833224	QUICKBASE SYNC	
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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	24384-7		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	04/01/2016		
Total Attachments: 8			

CH \$115.00 1953071

source=Quartz - Trademark Assignment Agreement (2)#page1.tif
source=Quartz - Trademark Assignment Agreement (2)#page2.tif
source=Quartz - Trademark Assignment Agreement (2)#page3.tif
source=Quartz - Trademark Assignment Agreement (2)#page4.tif
source=Quartz - Trademark Assignment Agreement (2)#page5.tif
source=Quartz - Trademark Assignment Agreement (2)#page6.tif
source=Quartz - Trademark Assignment Agreement (2)#page7.tif
source=Quartz - Trademark Assignment Agreement (2)#page8.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of April 1, 2016 (the "Effective Date"), is made by and between Intuit Inc., a Delaware corporation ("Assignor"), and Quickbase, Inc., a Delaware 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, pursuant to the Asset Purchase Agreement, dated as of February 12, 2016, by and between the Parties (the "Purchase Agreement"), Assignee has agreed to acquire and Assignor has agreed to assign the Trademarks to Assignee.

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. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. 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: Brad D. Smith

Title: President and Chief Executive Officer

QUICKBASE, INC.

By: _____

Name:

Title:

(Signature Page to Trademark Assignment Agreement)


TRADEMARK
REEL: 005763 FRAME: 0820

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:
Title:

QUICKBASE, INC.

By:  _____
Name: Allison Mnookin
Title: Chief Executive Officer

**Schedule A
LIST OF TRADEMARKS**

COUNTRY	TRADEMARK SERVICE MARK	STATUS
AUSTRALIA	QUICKBASE	Registration No. 874068 Classes 35, 42 Registered March 11, 2002 Renewed June 1, 2011 Renewal due April 30, 2021
AUSTRALIA	QUICKBASE EXCHANGE	Registration No. 1603658 Classes 35, 42 Registered August 27, 2014 Renewal due January 31, 2024
BRAZIL	QUICKBASE	Registration No. 823849260 Class 42 Registered May 8, 2007 Renewal due May 8, 2017
CANADA	QUICKBASE	Registration No. TMA737261 Registered April 1, 2009 Renewal due April 1, 2024
CANADA	QUICKBASE EXCHANGE	Application No. 1662049 Filed January 31, 2014 Awaiting approval or rejection of Office Action response filed October 5, 2015
CHINA	QUICKBASE	Registration No. 2010100 Class 42 Registered September 28, 2002 Renewal due September 27, 2022
EUROPEAN UNION	QUICKBASE	Registration No. 2202216 Classes 35, 38, 42 Registered October 31, 2002 Renewal due May 3, 2021
EUROPEAN UNION	QUICKBASE EXCHANGE	Registration No. 12553541 Classes 9, 35, 42 Registered June 24, 2014 Renewal due January 31, 2024

COUNTRY	TRADEMARK SERVICE MARK	STATUS
HONG KONG	QUICKBASE	Registration No. 2003B11799 Class 35 Registered October 2, 2003 Renewal due November 3, 2017
INDIA	QUICKBASE	Registration No. 1723604 Classes 9, 42 Registered June 1, 2011 Renewal due August 21, 2018
INDIA	QUICKBASE EXCHANGE	Application No. 2670250 Classes 35, 42 Filed January 31, 2014
ISRAEL	QUICKBASE	Registration No. 214314 Class 9 Registered July 6, 2010 Renewal due August 21, 2018
ISRAEL	QUICKBASE	Registration No. 214316 Class 42 Registered July 6, 2010 Renewal due August 21, 2018
JAPAN	QUICKBASE	Registration No. 4805702 Class 42 Registered September 24, 2004 Renewal due September 24, 2024
NEW ZEALAND	QUICKBASE	Registration No. 794700 Classes 9, 42 Registered May 14, 2009 Renewal due August 21, 2018
NORWAY	QUICKBASE	Registration No. 248891 Classes 9, 42 Registered December 1, 2008 Renewal due December 1, 2018
RUSSIA	QUICKBASE	Registration No. 389417 Classes 9, 42 Registered September 17, 2009 Renewal due August 21, 2018

COUNTRY	TRADEMARK SERVICE MARK	STATUS
SINGAPORE	QUICKBASE	Registration No. T0811382H Classes 9, 42 Registered August 20, 2009 Renewal due August 21, 2018
SOUTH KOREA	QUICKBASE	Registration No. 450030373 Classes 9, 38, 42 Registered February 16, 2010 Renewal due February 15, 2020
SWITZERLAND	QUICKBASE	Registration No. 583408 Classes 9, 42 Registered February 24, 2009 Renewal due August 21, 2018
UKRAINE	QUICKBASE	Registration No. 120244 Classes 9, 42 Registered March 25, 2010 Renewal due August 21, 2018
UNITED STATES	QUICKBASE	Registration No. 1,953,071 Class 9 Registered January 30, 1996 Section 8 & 15 and renewal filed October 13, 2006 Renewal due January 30, 2026
UNITED STATES	QUICKBASE	Registration No. 2,716,241 Classes 35, 42 Registered May 13, 2003 Section 8 & 15 and renewal filed February 4, 2013 Renewal due May 13, 2023
UNITED STATES	QUICKBASE EXCHANGE	Registration No. 4,708,981 Classes 35, 42 Registered March 24, 2015 Sections 8 & 15 due March 24, 2021 Renewal due March 24, 2025

COUNTRY	TRADEMARK SERVICE MARK	STATUS
UNITED STATES	QUICKBASE SYNC	Registration No. 4,833,224 Class 42 Section 8 & 15 Continued Use Declaration Due October 13, 2021