

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bain & Company, Inc.		02/05/2012	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Satmetrix Systems, Inc.		
Street Address:	1100 Park Place		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94403		
Entity Type:	Corporation: CALIFORNIA		
Name:	Fred Reichheld		
Street Address:	40 Hampshire Road		
City:	Wellesley		
State/Country:	MASSACHUSETTS		
Postal Code:	02481		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4088374		
Registration Number:	4094127		
Registration Number:	4230332		
Registration Number:	4088375		
Registration Number:	4766998	NPS	
Registration Number:	4574562		
CORRESPONDENCE DATA			
Fax Number:	6173382880		
<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:	617-338-2943		
Email:	trademark@sandw.com		
Correspondent Name:	Kimberly B. Herman, Sullivan & Worcester		

CH \$165.00 4088374

TRADEMARK

Address Line 1: One Post Office Square
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER: Kimberly B. Herman

SIGNATURE: /Kimberly B. Herman/

DATE SIGNED: 05/19/2016

Total Attachments: 8

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**AMENDED AND RESTATED PARTIAL ASSIGNMENT OF TRADEMARKS
AGREEMENT**

THIS AMENDED AND RESTATED PARTIAL ASSIGNMENT OF TRADEMARKS AGREEMENT (“Agreement”) executed as of January 31, 2012, for a term beginning on September 1, 2005 (the “Effective Date”), is entered into by and among **BAIN & COMPANY INC.**, a Massachusetts corporation having its principal place of business in Boston, Massachusetts (hereafter “Bain”), **SATMETRIX SYSTEMS, INC.** a California corporation having its principal place of business in Foster City, California (hereafter “Satmetrix”) and **Fred Reichheld**, an individual currently residing in Wellesley, Massachusetts (hereafter “Reichheld”), with Bain, Satmetrix and Reichheld each a “Party” and together as the “Parties.”

RECITALS

WHEREAS, each of Bain, Satmetrix and Reichheld had the intention of entering into and acting in accordance with the terms and conditions of that certain Partial Assignment of Trademark dated on or about September 1, 2005, attached hereto as Schedule A and made a part hereof (the “First Partial Assignment Agreement”);

WHEREAS, although the Parties did, in fact, act in accordance with the terms and conditions of the First Partial Assignment Agreement as though it had been executed by the Parties, the First Partial Assignment Agreement was not executed by the Parties;

WHEREAS, for purposes of this Agreement, the Parties hereby ratify the terms and conditions of the First Partial Assignment Agreement as though it had been executed by the Parties on or about September 1, 2005, and pursuant to which the Parties set forth certain rights and obligations with respect to exploitation of the trademark Net Promoter, except as the terms of such First Partial Assignment Agreement shall be amended and restated hereunder;

WHEREAS, each of Bain, Satmetrix and Reichheld entered into that certain Partial Assignment of Trademarks dated on or about October 18, 2007, attached hereto as Schedule B and made a part hereof (the “Second Partial Assignment Agreement”), pursuant to which the Parties set forth certain rights and obligations with respect to the continued exploitation of the trademark Net Promoter and the rights to pursue additional trademarks related thereto, except as the terms of such Second Partial Assignment Agreement shall be amended and restated hereunder; and

WHEREAS, this Agreement shall serve to confirm each of the Parties’ partial ownership of the trademark Net Promoter and all related trademarks whether existing as of the Effective Date and identified on Schedule C attached hereto or hereinafter adopted by any of the Parties, together with the goodwill associated therewith (together, the “NPS Marks”), and to confirm the Parties’ respective rights allowing certain approved third parties to use one or more of the NPS Marks under license, among other obligations, all as set forth herein.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, the Parties hereto agree as follows:

AGREEMENT

1. Each of Bain, Satmetrix and Reichheld acknowledge and agree that each Party owns and maintains a 33.33% ownership interest in each of the NPS Marks identified on Schedule C, as Schedule C may be amended by the Parties from time to time.

2. Each of Bain, Satmetrix and Reichheld acknowledge and agree that the Party who originally filed the trademark application for each NPS Mark shall maintain responsibility for the prosecution and maintenance of each said NPS Mark, at such Party's sole cost and expense, and shall provide updates to the other Parties on a reasonable basis.

3. Each of Bain, Satmetrix and Reichheld shall promptly execute all documents required to accomplish the transfer and partial assignment of said right, title and interest in and to the NPS Marks and record said documents with the United States Patent and Trademark Office or official foreign national trademark registries, as appropriate, to accurately reflect that the NPS Marks are jointly-owned by Bain, Satmetrix and Reichheld.

4. Should Bain, Satmetrix or Reichheld decide to pursue registration of any new NPS Mark in any jurisdiction, the corresponding applications and resulting registrations shall be jointly-owned (33.33% percent each) by Bain, Satmetrix and Reichheld (the "Additional Marks"). Bain shall pay for all costs associated with the prosecution, and maintenance of the Additional Marks if Bain and/or Reichheld pursues registration of any Additional Marks. Satmetrix shall pay for all costs associated with the prosecution, and maintenance of the Additional Marks if Satmetrix pursues registration of any Additional Marks. Reichheld shall not prosecute, maintain or enforce any NPS Marks or any Additional Marks without the prior written consent of Bain.

5. Each Party hereto shall have the right to market and sell services as identified by any of the NPS Marks or any Additional Marks without the consent of any other Party.

6. Each of Bain and Satmetrix shall have the right to license, sublicense or otherwise convey license or other rights in or to any of the NPS Marks or Additional Marks to any third party without obtaining the prior written consent of any other Party; provided, however: (i) with respect to any Additional Marks, the Parties shall first discuss joint marketing endeavors which may include one or more affiliate programs; (ii) in no event shall Satmetrix license, sublicense or otherwise convey license or other rights in or to any of the NPS Marks or Additional Marks to any of the entities identified on Schedule D attached hereto and made a part hereof ("Bain Competitor List"); and (iii) in no event shall Bain license, sublicense or otherwise convey license or other rights in or to any of the NPS Marks or Additional Marks to any of the entities identified on Schedule E attached hereto and made a part hereof ("Satmetrix Competitor List"). Bain and Satmetrix agree that no later than December 30 of each year they shall discuss any proposed changes to the Bain Competitor List and the Satmetrix Competitor List. Bain shall have the right to propose changes to the Bain

Competitor List, and Satmetrix shall have the right to propose changes to the Satmetrix Competitor List, and such changes shall be agreed upon unless the other party states some reasonable grounds to object to a proposed change, in which case the parties agree to discuss the matter in good faith. Bain and Satmetrix shall promptly inform each other of any licensing activities with respect to the NPS Marks and/or the Additional Marks by providing the other Party with a copy of any executed license, sublicense or other agreement conveying rights to any of the NPS Marks and/or any of the Additional Marks. The receiving Party may disclose the terms of such agreements to any of its licensees of the NPS Marks and/or the Additional Marks as necessary to comply with the terms of its agreements with such licensees.

7. Reichheld shall not have the right to license, sublicense or otherwise convey license or other rights in or to any of the NPS Marks or Additional Marks to any third party without obtaining the prior written consent of Bain.

8. Each of Bain, Satmetrix and Reichheld shall use its/his best efforts to police the use and display of the NPS Marks and Additional Marks, if any, in online and hardcopy media, and each of the Parties shall inform the other Parties in writing upon becoming aware of third party uses and/or displays of the NPS Marks or Additional Marks which it/he considers an infringing use.

9. This Agreement and the rights acquired under this Agreement, including without limitation, rights in and to the NPS Marks and Additional Marks and all associated goodwill, are assignable or transferable (by operation of law or otherwise) only upon prior written notice to the non-assigning Parties and so long as such assignment or transfer by a Party is not to an entity identified on the other Party's Competitor List as set forth in Section 6 above. For purposes of this Agreement, such assignment or transfer includes a change of control of the applicable Party. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the permitted successors and assigns of the Parties hereto.

10. This Agreement contains the entire agreement among the Parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. This Agreement shall only be amended or modified by a written agreement signed by all three Parties.

11. Nothing herein contained shall be construed to constitute the Parties hereto as partners or joint venturers or either as agent of the other and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

12. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed entirely within California.

14. If a good faith dispute exists between or among the Parties with respect to a material matter under this Agreement (a "Dispute"), by written notice, a Party may require the other Party to submit the reasons for its position in writing and then to enter into good faith negotiations to attempt to resolve such Dispute for a period of thirty (30) days following such written notice. A Party shall have the right, at any time after good faith efforts have failed to resolve a Dispute, to make a written request of the other Party for a review of such matter by the appropriate and authorized officer of each Party ("Executive Review"). A Party shall exercise its right to request Executive Review by providing written notice to the other Party. An authorized officer of the Parties shall meet within thirty (30) days of the day such notice is delivered to the respective Parties, and shall engage in good faith efforts to resolve the Dispute. Any such decision by the authorized officers shall be binding on the Parties. If such Dispute cannot be settled by good faith negotiation between or among the Parties and by Executive Review within thirty (30) days of the commencement of such review, a Party may elect to submit the Dispute to mediation under the commercial Mediation Rules of the American Arbitration Association. If a Party so elects, the other Party shall submit to mediation. The mediator shall not have authority to impose a settlement upon the Parties, but shall attempt to help the Parties to reach a satisfactory resolution of the Dispute. The mediator shall end the mediation whenever, in the mediator's reasonable judgment, further efforts at mediation shall not contribute to a resolution of the Dispute. At such time, either Party shall be permitted to pursue whatever remedy is available to it under applicable law.

15. Each Party shall pay its respective fees and expenses incident to the negotiation, preparation and operation of this Agreement.

16. In the event of a conflict between or among the terms and conditions of the First Partial Assignment Agreement, the terms and conditions of the Second Partial Assignment Agreement or the terms and conditions of this Agreement, the terms of this Agreement shall take precedence.

17. Each Party shall keep all confidential information disclosed by or received from any other Party in connection with this Agreement strictly confidential and not use such confidential information for any purpose other than the purpose expressly set forth herein. In no event shall the Party receiving confidential information from any other Party disclose such confidential information without the prior written consent of the disclosing Party.

18. The Parties agree to market the services and to use the NPS Marks and Additional Marks, if any, in such a manner so as to preclude any likelihood of confusion. In the event a Party becomes aware of public confusion, they shall advise the other Parties in writing. The Parties shall thereafter consider and undertake adequate measures to prevent the likelihood of any future confusion from occurring.

Signature page to follow

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Bain & Company Inc.

[Signature]

2/1, 2012

Stuart K. Min

Name

Vice President and General Counsel
~~President and CEO~~

Satmetrix Systems, Inc.

[Signature]

1/22, 2012

RICHARD ANEW

Name

CEO

Title

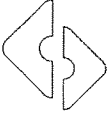
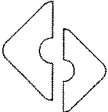








Fred Reichheld

[Signature]

2/5, 2012

Schedule C

Global List of NPS/NET PROMOTER SCORE and Variations

Mark	Country	Application No.	Reg. No.	Owner/s
	U.S.	76414021	2704376	Satmetrix Systems, Inc.
	U.S.	76413942	2779147	Satmetrix Systems, Inc.
NET PROMOTER	U.S.	78326460	2953691	Satmetrix, Reichheld & Bain
	U.S.	77844568	4088374	Bain & Company, Inc.
	U.S.	77844556	4094127	Bain & Company, Inc.
	U.S.	77844534	4230332	Bain & Company, Inc.
	U.S.	77844592		Bain & Company, Inc.
	U.S.	77844636		Bain & Company, Inc.
	U.S.	77844619	4088375	Bain & Company, Inc.
	U.S.	77844602		Bain & Company, Inc.
	U.S.	77844650		Bain & Company, Inc.
NPS	U.S.	78789466	3455429	Satmetrix, Reichheld & Bain
NPS	Brazil	828460566	828460566	Bain & Company Inc.
NPS NET PROMOTER SCORE	Canada	1308213	TMA701938	Bain & Company Inc.
NET PROMOTER	Chile	870242	1050221	Bain & Company Inc.
NET PROMOTER SCORE and Design	Chile	870243	1050223	Bain & Company Inc.
NPS NET PROMOTER SCORE	China	5389639	5389639	Bain & Company Inc.

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	EU	004175824	4175824	Satmetrix Systems, Inc.
NPS NET PROMOTER SCORE	EU	005097837	5097837	Bain, Reichheld, Satmetrix
NET PROMOTER	EU	005780853	5780853	Bain, Reichheld, Satmetrix
NPS	Hong Kong	300646443	300646443	Bain & Company Inc.
NPS NET PROMOTER SCORE	India	1454752	1454752	Bain & Company Inc.
NPS NET PROMOTER SCORE	Japan	2006-057478	5028108	Bain & Company Inc.
NPS	Korea	4120060013556	41-0152557	Bain & Company Inc.
NPS NET PROMOTER SCORE	Mexico	790307	942598	Bain & Company Inc.
NPS	Norway	200800469	245474	Bain, Reichheld, Satmetrix
NET PROMOTER	Norway	200800470	245475	Bain, Reichheld, Satmetrix
NET PROMOTER	Russian Federation		416595	Satmetrix Systems, Inc.
NPS NET PROMOTER SCORE	Singapore	T0610146F	T06610146F	Bain & Company Inc.
NET PROMOTER SCORE	Turkey	2011/87142	2011 87142	Bain & Company Inc.
NPS	Turkey	2011/87141	2011 87141	Bain & Company Inc.
 Emoticon - Three Faces	USA	85949615	4574562	Bain & Company Inc.
NET PROMOTER SCORE	CTM / EUTM	12191342	1201342	Bain & Company Inc.
NET PROMOTER SYSTEM	CTM / EUTM	12433967	12433967	Bain & Company Inc.
NPS	USA	86237989	4766998	Bain & Company Inc.
NPS	CTM / EUTM	13038286	13038286	Bain & Company Inc.
NET PROMOTER SCORE	Canada	1694519		Bain & Company Inc.
NPS	Canada	1694507		Bain & Company Inc.

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Global List of NPS/NET PROMOTER SCORE and Variations

NPS	WIPO	A0045370	1242315	Bain & Company Inc.
NPS	Australia	A0045370		Bain & Company Inc.
NPS	China	A0045370		Bain & Company Inc.
NPS	India	A0045370		Bain & Company Inc.
NPS	Japan	A0045370		Bain & Company Inc.
NPS	Mexico	A0045370		Bain & Company Inc.
NPS	Singapore	A0045370	1242315	Bain & Company Inc.
NPS	Argentina	3357607	2786091	Bain & Company Inc.
NPS	Argentina	3357606	2786092	Bain & Company Inc.
NPS	South Africa	201426560		Bain & Company Inc.
NPS	South Africa	201426561	4574562	Bain & Company Inc.