

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Teradata US, Inc.		07/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MEMO Marketing Operations UK Ltd.		
Street Address:	20-22 Bedford Row		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC1R4JS		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2595042	APRIMO	
Registration Number:	2666470	APRIMO	
Registration Number:	3883877	APRIMO MARKETING STUDIO	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	034516-0031		
NAME OF SUBMITTER:	Scott Kareff (034516-0031)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	07/25/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of July 1, 2016 by and between Teradata U.S. (the "Assignor"), and MEMO Marketing Operations UK Ltd. (the "Assignee"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement, dated as of April 22, 2016, by and between Teradata Corporation and TMA Solutions L.P. (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer and convey to TMA Solutions, L.P. (the "Buyer") or its designated Affiliates and Subsidiaries, and Buyer agreed to purchase, acquire and accept (or cause its designated Affiliates or Subsidiaries to purchase, acquire and accept), all of Assignor's right, title and interest in and to the Transferred Assets, including, without limitation, the trademarks identified in Schedule A attached hereto, including the goodwill specifically associated with such trademarks and trademark applications (the "Trademarks").

WHEREAS, Buyer has assigned to Assignee the right to purchase and acquire from the Assignor all of the Assignor's right, title and interest in and to the Trademarks.

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, effective as of the date hereof, the Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee all of the right, title and interest that the Assignor possesses and has the right to transfer in and to the Trademarks, together with the goodwill associated therewith and with the business to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.

This Trademark Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee.

The Assignor hereby covenants and agrees to provide any further necessary documentation and to do all further acts reasonably requested by the Assignee in this regard to confirm and perfect title in and to the Trademarks in the Assignee.

This Trademark Assignment will be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts executed and to be performed wholly within such

State and without reference to the choice-of-law principles that would result in the application of the Laws of a different jurisdiction.

This Trademark Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of such counterparts taken together shall constitute one and the same agreement. This Trademark Assignment may be executed and delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

Teradata US, Inc.

By: 

Name: Margaret A. Treese
Assistant Secretary

Title: _____

Date: July 1, 2016

MEMO Marketing Operations UK Ltd.

By: 

Name: NATHAN PINGELTON

Title: DIRECTOR

Date: July 1, 2016

IN THE PRESENCE OF

Signature

of Witness: 

Name: MICHELLE WISSELEY

Address: 338 PIER AVE.
HERNOSA BEACH, CA, 90254

[Signature Page to Short Form Trademark Assignment]

SCHEDULE A

TRADEMARK NAME	COUNTRY	TYPE	APPLICATION REGISTRATION NUMBER	REGISTRATION DATE
APRIMO	Mexico	word	707681	27-Jul-2001
APRIMO	Mexico	Word	720677	30-Oct-2001
APRIMO	Mexico	Word	780061	25-Feb-2003
APRIMO	Singapore	word	T00/06398H	17-Apr-2000
APRIMO	Singapore	word	T2000/06399F	17-Apr-2000
APRIMO	Singapore	word	T2000/06400C	17-Apr-2000
APRIMO	European Community	word	1603380	24-Sep-2001
APRIMO	United States of America	Word	2595042	16-Jul-2002
APRIMO	United States of America	Word	2666470	24-Dec-2002
APRIMO	Japan	Word	4595284	16-Aug-2002
Aprimo Marketing Studio	United States of America	word	3883877	30-Nov-2010
Aprimo Marketing Studio	Canada	word	TMA/784799	14-Dec-2010
Aprimo Marketing Studio	Australia	word	1332710	13-Sep-2010
Aprimo Marketing Studio	European Community	word	8706236	24-May-2010

TRADEMARK

REEL: 005838 FRAME: 0518

RECORDED: 07/25/2016