

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BADGEVILLE, INC.		06/24/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CALLIDUS SOFTWARE INC.		
Doing Business As:	CALLIDUSCLOUD		
Street Address:	4140 Dublin Blvd.		
Internal Address:	Suite 400		
City:	Dublin		
State/Country:	CALIFORNIA		
Postal Code:	94568		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86898385	MOTIVATIONMETRICS	
Serial Number:	86724112	SOCIAL CURRENCY	
CORRESPONDENCE DATA			
Fax Number:	2159791020		
<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:	(215) 979-1000		
Email:	IPDOCKETING@DUANEMORRIS.COM		
Correspondent Name:	DUANE MORRIS LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-4196		
NAME OF SUBMITTER:	Christiane Campbell		
SIGNATURE:	/Christiane Campbell/		
DATE SIGNED:	10/19/2016		
Total Attachments: 2			
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EXHIBIT 1 TO THE ASSET PURCHASE AGREEMENT

ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

This Assignment, Bill of Sale and Assumption Agreement (this "**Bill of Sale**") is made and entered into as of this 24th day of June, 2016, by and among Badgeville, Inc., a Delaware corporation ("**Seller**"), and Callidus Software Inc., doing business as CallidusCloud, a Delaware corporation ("**Purchaser**"). Seller and Purchaser are parties to a certain Asset Purchase Agreement dated as of June 24, 2016 (the "**Agreement**"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Agreement.

1. **Sale and Assignment of Assets.** Pursuant to the Agreement, Purchaser has, on the date hereof, purchased the Purchased Assets from Seller. In accordance with and subject to the terms and conditions set forth in the Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, bargain, transfer, convey and deliver unto Purchaser all of the right, title and interest in and to the Purchased Assets.

2. **Assumption of Assumed Liabilities.** In accordance with and subject to the terms and conditions set forth in the Agreement, in partial consideration for such transfer of the Purchased Assets by Seller to Purchaser, Purchaser hereby undertakes to assume, pay, perform, satisfy and discharge, all of the Assumed Liabilities. Purchaser does not agree to assume or pay any Excluded Liabilities or any other debts, obligations or liabilities, including, but not limited to benefits plans, leases, contracts, equipment, etc. of Seller not expressly assumed by Purchaser in the Agreement.

3. **Cooperation.** Purchaser and Seller agree to cooperate with each other to execute and deliver such other documents and instruments and to do such further acts and things as may be reasonably requested by the other to evidence, document or carry out the sale of the Purchased Assets and the assumption of the Assumed Liabilities.

4. **Effect of Agreement.** Nothing in this Bill of Sale shall, or shall be deemed to, modify or otherwise affect any provisions of the Agreement or affect the rights of the parties under the Agreement. In the event of any conflict between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall govern and control.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed on the date first written above.

BADGEVILLE, INC.

By: Tom Tovar

Name: Tom Tovar

CALLIDUS SOFTWARE INC.

By: Bob Corley
DO NOT WRITE IN THESE SPACES

Name: EVP and CFO

Callidus Confidential Information

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized. Each party represents and warrants to the other that such party has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and to consummate the transactions contemplated by this Agreement.

CALLIDUS SOFTWARE INC.

By: Bob Corey
DESIGNATED OFFICER

Name: Bob Corey

Title: EVP and CFO

BADGEVILLE, INC.

By: Tom Tovar

Name: Tom Tovar

Title: Executive Chairman

Callidus Confidential Information