

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keynectis		07/27/2015	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	OpenTrust & Sign SAS		
Street Address:	121, avenue des Champs Elysees		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75008		
Entity Type:	Corporation: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86112382	OT OPENTRUST	
CORRESPONDENCE DATA			
Fax Number:	4155760300		
<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:	4155760200		
Email:	nytrademarks@kilpatricktownsend.com		
Correspondent Name:	Jennifer D. Arkowitz/Kilpatrick Townsend		
Address Line 1:	2 Embarcadero Center Fl. 8		
Address Line 4:	San Francisco, CALIFORNIA 94111-3833		
NAME OF SUBMITTER:	Jennifer D. Arkowitz		
SIGNATURE:	/Jennifer D. Arkowitz/		
DATE SIGNED:	11/07/2016		
Total Attachments: 9			
source=11.7 Sale Amendment Keynectis to DocuSign, In#page1.tif			
source=11.7 Sale Amendment Keynectis to DocuSign, In#page2.tif			
source=11.7 Sale Amendment Keynectis to DocuSign, In#page3.tif			
source=11.7 Sale Amendment Keynectis to DocuSign, In#page4.tif			
source=11.7 Sale Amendment Keynectis to DocuSign, In#page5.tif			
source=11.7 Sale Amendment Keynectis to DocuSign, In#page6.tif			

OP \$40.00 86112382

source=11.7 Sale Amendment Keynectis to DocuSign, In#page7.tif
source=11.7 Sale Amendment Keynectis to DocuSign, In#page8.tif
source=11.7 Sale Amendment Keynectis to DocuSign, In#page9.tif

SALE AND PURCHASE AGREEMENT

27 JULY, 2015

Among

Keynectis

The Seller

and

DocuSign, Inc.

The Purchaser

ReedSmith

Reed Smith LLP
42, avenue Raymond Poincaré 75782 Paris Cedex 16 - France
Téléphone : +33 (0)1 76 70 40 00 Fax: +33 (0)1 76 70 41 19
www.reedsmith.com

EME_ACTIVE-561018992.24

TRADEMARK
REEL: 005915 FRAME: 0472

TABLE OF CONTENTS

1. INTERPRETATION 4

2. PURCHASE AND SALE 16

3. PRICE AND PAYMENT 16

4. CONDITIONS PRECEDENT 19

5. PRE-COMPLETION COVENANTS 21

6. COMPLETION..... 26

7. REPRESENTATIONS AND WARRANTIES OF THE SELLER 27

8. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER 38

9. INDEMNIFICATION 40

10. OTHER COVENANTS..... 45

11. MISCELLANEOUS 47

LIST OF SCHEDULES..... 52

SALE AND PURCHASE AGREEMENT

AMONG THE UNDERSIGNED:

1. **Keynectis**, a French société anonyme, with a share capital of EUR 16,026,625, whose registered office is located at 175 rue Jean-Jacques Rousseau, 92130 Issy les Moulineaux, France, registered with the French Registry of Commerce and Companies under unique identification number 478 217 318 RCS Nanterre, represented by Mr Pascal Colin duly authorized for the purpose hereof,

(the “**Seller**”)

AND

2. **DocuSign, Inc.**, a corporation organized and existing under the laws of Delaware (United States of America), whose main place of business is located at 221 Main Street, Suite 1000, San Francisco, CA 94105, United States of America, represented by Mike Dinsdale, duly authorized for the purpose hereof in its capacity as officer,

(the “**Purchaser**”)

The Seller and the Purchaser being hereinafter referred to collectively as the “**Parties**” and each individually as a “**Party**”.

PREAMBLE:

- A. The Seller operates the TDT Business and the TID Business.
- B. The Purchaser operates a Digital Transaction Management platform helping companies keep processes digital from start to finish to accelerate transactions, reduce costs, and delight customers, partners, suppliers, and employees.
- C. Prior to the date hereof, the Purchaser has carried out together with its financial, accounting, legal and tax advisers, a detailed due diligence with respect to the Business, consisting in particular of:
 - (i) reviewing the Data Room Documents, the index of which is attached in **Exhibit B** hereto;
 - (ii) taking part in a questions and answers process, several discussions with the Seller’s management and attending management presentations; and
 - (iii) visiting Seller’s sites.
- D. It is proposed to effect the purchase and sale of the Business (the “**Transaction**”) pursuant to a two-step process consisting of:
 - (i) a contribution of the Business by way of a French law contribution of a complete and autonomous branch of business (*apport d’une branche* complète et autonome *d’activité*) to OpenTrust&Sign S.A.S, a French société par actions simplifiée (the “**Company**”), in consideration for the issuance by the Company of 20,856,003 ordinary shares to the benefit of the Seller (the “**Contribution**”) under the terms and conditions of a contribution treaty attached as **Exhibit C** hereto (the “**Contribution Treaty**”); further to the Contribution, the Seller shall own 20,856,004 ordinary shares, all fully paid-up, with a par value of EUR 0.1 each (the “**Shares**”), representing 100% of the share capital and voting rights of the Company; followed by
 - (ii) the sale of the Shares to the Purchaser by the Seller.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

5.6 In respect of the transfer of Intellectual Property Rights and Permits:

- (i) the Seller shall and shall cause its Subsidiaries to assign and transfer subject to consummation of the Contribution, the Intellectual Property Rights listed in **Schedule 7.18.1(i)** hereto to the Company. For the purpose of recording the assignments and transfer of the Intellectual Property Rights, the Seller shall assist the Company, which shall include to (A) execute all such documents and do all such things as are necessary to effect or formalize or record the transfer and/or change of ownership of the Intellectual Property Rights, and (B) assist the Company in recording the Intellectual Property Rights and/or change of ownership at the relevant registers in the name of the relevant Company. Subsequent to the Completion Date, if any Intellectual Property Right not transferred or assigned to the Company in accordance with this **Section 5.6** is determined to be exclusively used or held for use in the Business, the Seller shall execute a transfer and assignment to the Company, or to any other company designated by the Purchaser, of such Intellectual Property Rights; and
- (ii) the Seller shall and shall cause its Subsidiaries to assign and transfer subject to consummation of the Contribution, any Permits listed in **Schedule 5.6** hereto to the Company. For the purpose of the assignments and transfer of the Permits, the Seller shall and shall cause its Subsidiaries to execute all such documents and do all such things as are necessary to effect or formalize the transfer and/or change of ownership of the Permits. Subsequent to the Completion Date, if any Permit not transferred or assigned to the Company in accordance with this **Section 5.6** is determined to be exclusively used or held for use in the Business, the Seller shall and shall cause its Subsidiaries to execute a transfer and assignment to the Company of such Permit or if such Permit cannot be transferred at Completion; the Seller shall and shall cause its Subsidiaries to enter into a temporary agreement pursuant to which the Company will be authorized by the Seller or the relevant Subsidiary holding such Permit until the earlier of (A) the fifth (5th) anniversary of the Completion Date and (ii) the date on

Schedule 7.18.1(i)

Business Owned Intellectual Property Rights



1. Patents

FR patent application 01/08/2014: signature offline
Inventors: Michael Lackhal and David Dupont

3. Trademarks

Trademark	Country	Filing date	Renewal	Deadline	Registration no.	Type	Image

Trademark	Country	Filing date	Renewal	Deadline	Registration n°	Type	Image
OPENTRUST	USA, Russie, Monaco	5-Mar-13		5-Mar-23	1177617 US: 79136916	Word	OPENTRUST
OPENTRUST	France	5-Sept-12		5-Sept-2022	12 3945295	Word	OPENTRUST
OpenTrust	France	9-Nov.-05		9-Nov.-15	3390754	Word	OpenTrust
OPENTRUST	UE	4-Mar-13		4-Mar-23	11623964	Word	OPENTRUST
OpenTrust	UE, USA, Monaco	14-Apr.-06		14-Apr.-16	888538 US: 3265347	Word	OpenTrust
OPENTRUST Securing your business is our signature	France	25-Sept-13		25-Sept-23	13 4035028	semi- figurative	OPENTRUST <small>OPENTRUST</small>
OT MFT	France	25-Sept-13		25-Sept-23	13 4035034	Semi- figurative	OT MFT <small>OPENTRUST</small>

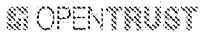
Trademark	Country	Filing date	Renewal	Deadline	Registration n°	Type	Image
OT OPENTRUST	France	25-Sep-13		25-Sep-23	13 4035012	Semi-figurative	
OT OPENTRUST	UE	20-Mar-14		20-Mar-24	12733011	Semi-figurative	

**AMENDMENT TO SALE AND PURCHASE AGREEMENT
BETWEEN KEYNECTIS AND DOCUSIGN, INC.
DATED JULY 27, 2015**

This Amendment (“**Amendment**”) is made as of this 5th day of August, 2016 (“**Effective Date**”), between Keynectis S.A., a French société anonyme, with a registered office located at 175 rue Jean-Jacques Rousseau CS 70056, 92138 Issy-les-Moulineaux, France, registered with the French Registry of Commerce and Companies under unique identification number 478 217 318 RCS Nanterre (“**Seller**”), and DocuSign International (EMEA) Limited, a company organized and existing under the laws of Ireland, whose main place of business is located at First Floor, Block A, 1 George’s Quay Plaza, Dublin 2, Republic of Ireland (“**Purchaser**”), and shall be attached to and incorporated into the Sale and Purchase Agreement dated as of July 27, 2015, as amended (the “**Agreement**”). All capitalized terms not defined in this Amendment shall have the respective meanings as set forth in the Agreement. To the extent that the terms of this Amendment are inconsistent with any terms of the Agreement, the terms of this Amendment shall supersede and govern.

Seller and Purchaser agree as follows with regard to the Agreement:

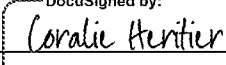
1. **Schedule 7.18.1(i) of Business Owned Intellectual Property Rights:** The list of Trademarks set forth in Section 3 of Schedule 7.18.1(i) is amended to include the following:

Trademark	Country	Filing Date	Renewal	Deadline	Application No.	Type	Image
OT OPENTRUST	USA	11-6-2013			86-112,382	Semi-figurative	

2. Except as herein amended, all terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment by their authorized representatives:

Keynectis S.A.

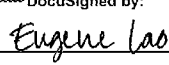
DocuSigned by:
By: 
69AC0DDDBDC94D9...

Name: Coralie Héritier

Title: Managing Director
2016, August 8

Date: _____

DocuSign International (EMEA) Limited

DocuSigned by:
By: 
E67814E44BCA41A...

Name: Eugene Lao

Title: Director
8/8/2016

Date: _____