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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM412825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MeLLmo Inc.		02/16/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SAP SE
Street Address:	Dietmar-Hopp-Allee 16
City:	Walldorf
State/Country:	GERMANY
Postal Code:	69190
Entity Type:	Societas Europae (Se): GERMANY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4525525	ROAMBI
Registration Number:	4863661	
Registration Number:	4525523	
Registration Number:	4525527	UNDERSTAND YOUR NUMBERS
Registration Number:	4525529	TELL THE STORY
Registration Number:	4601808	ROAMBI FLOW
Serial Number:	85798025	THE PULSE OF YOUR BUSINESS, IN THE PALM
Registration Number:	4846240	ROAMBI ANALYTICS
Registration Number:	3861332	ROAMBI

CORRESPONDENCE DATA

Fax Number:

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.

Email: david.davis@bakermckenzie.com,

colleen.brennan@bakermckenzie.com

Correspondent Name: David J. Davis

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP
Address Line 4: Chicago, ILLINOIS 60601

DOMESTIC REPRESENTATIVE

Name: David J. Davis

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	David J. Davis
SIGNATURE:	/david j. davis/
DATE SIGNED:	01/17/2017

Total Attachments: 14

source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page1.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page2.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page3.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page4.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page5.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page6.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page7.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page8.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page9.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page10.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page11.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page12.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page13.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page13.tif source=Mellmo Inc. to SAP SE -Assignment of Trademarks -Final#page13.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>"), effective as of February 16, 2016, is made and entered into by and among MeLLmo Inc., a Delaware corporation (the "<u>Assignor</u>"), and SAP SE, a European company (the "<u>Assignee</u>"). Capitalized terms which are used but not otherwise defined in this Assignment will have the meaning ascribed to such terms in the Purchase Agreement.

- A. Assignor and SAP America, Inc., a Delaware corporation entered into that certain Asset Purchase Agreement, dated February 3, 2016 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase, among other things, the Trademarks owned by Seller and used or held for use in, or necessary for the conduct of, the Business, including those set forth on Exhibit A hereto and the Trademark registrations therefor (including any and all goodwill symbolized thereby) ("Acquired Trademarks");
- B. Assignor is the owner of each of the Acquired Trademarks and desires to assign all of Assignor's right, title and interest in and to the Acquired Trademarks to Assignee; and
 - C. The execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Assignment</u>. Effective upon Closing, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all right, title and interest in and to the Acquired Trademarks, including all rights therein provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- 2. <u>Further Assurances</u>. (a) Assignor will timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Acquired Trademarks. (b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Paragraph (a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.
- 3. <u>Due Authorization</u>. Assignor hereby authorizes and requests the Office of the Commissioner for Trademarks of the United States and any other official of any applicable

Governmental Authority to issue any and all registrations from any and all applications for registration included in the Acquired Trademarks to and in the name of Assignee.

- 4. <u>Governing Law</u>. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the State of Delaware, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.
- 5. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.

[Remainder of page intentionally left blank]

Each party has caused this Assignment to be executed by its duly authorized representative.

By:	Moine./ O/milloud.
*	Name: Claire B. Remilland
	Title: CFO
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BAT	SE
By:	
By:	

Each party has caused this Assignment to be executed by its duly authorized representative.

MELLMO INC.

Ву:	30.00			
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Ву:		4	<u> </u>	
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By: Michael Junge

Chief Financial Officer

(Signature Page to Assignment of Trademarks)

EXHIBIT A

TRADEMARKS

Іпаре	MHM No.	Country	Mark Name	Mark Type	Status	App.	App.	Reg.	Reg.
	38494US01	United States	ROAMBI and Design	Trademark/Service Mark	REGISTERED	34	/2	5	05/06/2 014
	38495US01	United States	Roambi Analytics Icon	Trademark/Service Mark	FILED	860735 33	09/24/2 013		
	38496US01	United States	Roambi Flow Icon	Trademark/Service Mark	REGISTERED	860735 41	09/24/2 013		
	38493US01	United States	Roambi Design	Trademark/Service Mark	REGISTERED	860734 81	09/24/2 013	45255 23	05/06/2 014

38500US01	38499US01	38498US01	38497US01
United States	United States	United States	United States
ROAMBI FLOW and Design	ROAMBI ANALYTICS and Design	TELL THE STORY	UNDERSTA ND YOUR NUMBERS
Trademark/Service Mark	Trademark/Service Mark	Trademark	Trademark
FILED	FILED	REGISTERED	REGISTERED
860735 13	860735 00	860735 57	860735 51
09/24/2 013	09/24/2 013	09/24/2 013	09/24/2 013
		45255 29	45255 27
		05/06/2 014	05/06/2 014

Not Applicable	Not Applicable	Not Applicable	Not Applicable
United States	United States	United States	United States
UNLOCK THE FLOW OF YOUR BUSINESS	Roambi Analytics	THE PULSE OF YOUR BUSINESS, IN THE PALM OF YOUR HAND	Roambi Flow
Trademark/Service Mark	Trademark/Service Mark	Trademark/Service Mark	Trademark
FILED	REGISTERED	FILED	REGISTERED
853850 95	853850 98	857980 25	853851 00
07/29/2 011	07/29/2 011	12/07/2 012	07/29/2 011
	48462 40		46018 08
	11/03/2 015		09/09/2 014

Not Applicabl e	Not Applicable	Not Applicable	Not Applicable
EU (Austria, Belgium, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary,	United States	United States	United States
ROAMBI	ROAMBI	FREE- RANGE INTELLIGE NCE	ROAMBI
Trademark/Servi ce Mark	Trademark/Service Mark	Trademark/Service Mark	Trademark/Service Mark
INTERNATIONA L TRADEMARK	REGISTERED	REGISTERED	REGISTERED
	774595 60	774595 68	774595 80
	04/28/2 008	04/28/2 008	04/28/2 008
	38613 32	38649 17	38542 35
	10/12/2 010	10/19/2 010	9/28/10

Not Applicabl e	Not Applicabl e	
Brazil	China	Ireland, Italy, Latvia, Lithuania, Luxembour g, Malta, the Netherlands , Poland, Portugal, Romania, Slovakia, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom)
ROAMBI	ROAMBI	
Trademark/Servi ce Mark	Trademark/Servi ce Mark	
INTERNATIONA L TRADEMARK	INTERNATIONA L TRADEMARK	

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Not Applica ble	
EU (Austria, Belgium, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Lithuania, Luxembo urg, Malta, the Netherlan ds, Poland, Portugal, Romania,	
THE PULSE OF YOUR BUSINE SS, IN THE PALM OF YOUR HAND	
Trademark/Se rvice Mark	
INTERNATIO NAL TRADEMAR K	

RECORDED: 01/19/2017

Slovakia, Slovenia,
Spain,
Sweden,
and the
United
Kingdom)