

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutonian, Inc.		06/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DataRobot, Inc.		
Street Address:	One International Place, 5th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4957551	VIRTUAL DATA SCIENTIST	
Registration Number:	4882809	NO MORE QUESTIONS - JUST ANSWERS	
Registration Number:	4879658	WHERE ARTIFICIAL INTELLIGENCE MEETS BUSI	
Registration Number:	4838621	DATA SCIENCE AUTOMATION	
Registration Number:	4807037	DATA SCIENCE AS A SERVICE	
Registration Number:	4783695	AUTOMATED DATA SCIENCE	
Registration Number:	4572185	EUREQA	
Registration Number:	4550128	EUREQA	
Registration Number:	4418492	NUTONIAN	
CORRESPONDENCE DATA			
Fax Number:	5037785499		
<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:	503-778-5320		
Email:	almurray@dwt.com		
Correspondent Name:	J. Alfred Murray, Davis Wright Tremaine		
Address Line 1:	1300 SW Fifth Avenue, Suite 2400		
Address Line 4:	Portland, OREGON 97201-5610		
ATTORNEY DOCKET NUMBER:	0097761-000037		

CH \$240.00 4957551

NAME OF SUBMITTER:	J. Alfred Murray, Davis Wright Tremaine
SIGNATURE:	/J. Alfred Murray/
DATE SIGNED:	07/06/2017
Total Attachments: 5 source=Nutonian_Trademark_Assignment#page1.tif source=Nutonian_Trademark_Assignment#page2.tif source=Nutonian_Trademark_Assignment#page3.tif source=Nutonian_Trademark_Assignment#page4.tif source=Nutonian_Trademark_Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”), dated June 26, 2017, by and between Nutonian, Inc., a Delaware corporation (the “*Seller*”) and DataRobot, Inc., a Delaware corporation (“*Buyer*,” and together with Seller, the “*Parties*”).

WHEREAS, certain trademarks are used in connection with the Business as defined in the Asset Purchase Agreement dated as of June 26, 2017, by and among Buyer, Seller, and other parties thereto (the “*Purchase Agreement*”), including the trademarks, trademark applications and registrations listed in the attached Schedule A (collectively, the “*Trademarks*”).

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to transfer and assign, all its right, title and interest in and to the Trademarks to Buyer.

WHEREAS, Buyer desires to acquire, and Seller desires to assign and transfer, pursuant to the Purchase Agreement, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby assigns to Buyer all of Seller’s right, title and interest in and to the Trademarks, together with Seller’s goodwill associated with any of such Trademarks.

2. Buyer hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all liabilities and obligations of Seller relating to such Trademarks that accrue after the Closing.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws principles thereof.

4. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

5. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns in accordance with the Asset Purchase Agreement. Neither of the Parties hereto intends that this Assignment shall benefit or be enforceable by any person other than the Parties hereto and their respective successors and permitted assigns.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages

by facsimile transmission or scanned copy and email shall constitute effective execution and delivery of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Assumption Agreement on the date first written above.

BUYER

DATAROBOT, INC.

DocuSigned by:
Jeremy Achin
By _____
C1D3320374234E2
Jeremy Achin
President and Chief Executive Officer

SELLER

NUTONIAN, INC.

By _____
Scott Howser
President and Chief Executive Officer

(Signature Page to Trademark Assignment and Assumption Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Assumption Agreement on the date first written above.

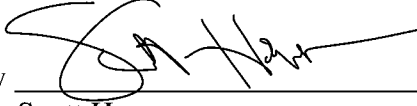
BUYER

DATAROBOT, INC.

By _____
Jeremy Achin
President and Chief Executive Officer

SELLER

NUTONIAN, INC.

By  _____
Scott Howser
President and Chief Executive Officer

(Signature Page to Trademark Assignment and Assumption Agreement)

SCHEDULE A
TRADEMARKS

	Serial Number	Reg. Number	Word Mark	Class(es)	Check Status	Status
1.	86442136	5111416	MACHINE INTELLIGENCE	42	TSDR	Proceeding No. 92065271 - Cancellation action filed against registration by Numenta, Inc.; awaiting expiration of appeal period. Notice of Default to Nutonian, Inc.; the registration will be cancelled
2.	86442148	4957551	VIRTUAL DATA SCIENTIST	42	TSDR	Registered May 10 2016 Declaration due May 10, 2022. Renewal May 10, 2026.
3.	86442152	4783695	AUTOMATED DATA SCIENCE	42	TSDR	Registered July 28, 2015 Declaration due July 28, 2021. Renewal due July 28, 2025.
4.	86442141	4879658	WHERE ARTIFICIAL INTELLIGENCE MEETS BUSINESS INTELLIGENCE	42	TSDR	Registered. Declaration due January 5, 2022. Renewal due January 5, 2026.
5.	86442131	4807037	DATA SCIENCE AS A SERVICE	42	TSDR	Registered September 8, 2015 Declaration due September 8, 2021. Renewal due September 8, 2025.
6.	86441574	4838621	DATA SCIENCE AUTOMATION	42	TSDR	Registered October 20, 2015 Declaration due October 20, 2021. Renewal due October 20, 2025.
7.	86441507	4882809	NO MORE QUESTIONS - JUST ANSWERS	42	TSDR	Registered January 5, 2016 Declaration due January 5, 2022. Renewal due January 5, 2026.
8.	86150793	4572185	EUREQA	09, 42	TSDR	Registered July 22, 2014 Declaration due July 22, 2020. Renewal due July 22, 2024.
9.	85874772	4550128	EUREQA	09, 42	TSDR	Registered June 17, 2014
10.	85874746	4418492	NUTONIAN	09, 42	TSDR	Declaration due June 17, 2020. Renewal due June 17, 2024.