

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ViewCentral LLC		04/07/2016	Limited Liability Company: 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: 1			
Property Type	Number	Word Mark	
Serial Number:	76151308	VIEWCENTRAL	
CORRESPONDENCE DATA			
Fax Number:	6502500155		
<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:	(650)250-0155		
Email:	SVDocketing@Rimonlaw.com		
Correspondent Name:	RIMON LAW		
Address Line 1:	2479 E. Bayshore Road		
Address Line 4:	Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	202-00425-000-US		
NAME OF SUBMITTER:	Amir A. Tabarrok		
SIGNATURE:	/Amir A. Tabarrok/		
DATE SIGNED:	11/14/2018		
Total Attachments: 1			
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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 April 7, 2016, by and among ViewCentral LLC, a Delaware limited liability company ("**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 April 7, 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.

VIEWCENTRAL LLC

CALLIDUS SOFTWARE INC.

By: DocuSigned by:
Terry Lydon
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By: DocuSigned by:
Roxanne Oulman
F9DA6CD1DB53418...

Name: Terry Lydon
CEO

Name: Roxanne Oulman
Senior Vice President of Finance