

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504103

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the owner of record. This corrective assignment supercedes all other assignments previously filed. previously recorded on Reel 006228 Frame 0229. Assignor(s) hereby confirms the Also supercedes assignment recorded at reel 005895 and frame 0012.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Versata, Inc.		09/20/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Calliniza, Inc.
Street Address:	2222 Rio Grande Street, Suite 250
City:	Austin
State/Country:	TEXAS
Postal Code:	78705
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3878778	TENFOLD

CORRESPONDENCE DATA

Fax Number: 4105832400
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.

Phone: 410-583-2400
Email: noell@bowie-jensen.com
Correspondent Name: Lisa Noell
Address Line 1: 210 W. Pennsylvania Avenue, Suite 400
Address Line 4: Towson, MARYLAND 21204

NAME OF SUBMITTER:	Gina M. Harasti
SIGNATURE:	/Gina M. Harasti/
DATE SIGNED:	01/02/2019

Total Attachments: 20

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OP \$40.00 3878778

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CORRECTIVE TRADEMARK ASSIGNMENT AGREEMENT

This CORRECTIVE TRADEMARK ASSIGNMENT AGREEMENT (“Corrective Trademark Assignment”), dated as of October 1, 2018, is made by Versata, Inc. (“Assignor Versata”), a Delaware corporation, located at 401 Congress Avenue, Suite 2650, Austin, Texas 78701, in favor of Callinize, Inc. (“Assignee Callinize”), a Delaware Corporation, located at 2222 Rio Grande Street, Suite 250, Austin, Texas 78705. Assignor Versata and Assignee Callinize are sometimes referred to in this Trademark Assignment individually as a “Party” and collectively as the “Parties”.

WHEREAS, Assignor Versata is currently incorrectly listed as the owner of record on the registered trademark as set forth in **Exhibit A** (the “Tenfold Trademark”); and

WHEREAS, on November 3, 2009 Tenfold Corporation, a Delaware Corporation (the “Registrant Tenfold”), filed an application for the trademark “TENFOLD” in Classes 9 and 42 and was assigned Serial Number 77863971. On November 23, 2010 the trademark “TENFOLD” was registered with the United States Patent and Trademark Office (“USPTO”), Registration Number 3878778; and

WHEREAS, on October 5, 2015, Registrant Tenfold granted Assignee Callinize a license to use the TENFOLD Trademark if and until certain payment conditions were met by way of a Trademark License Agreement & Assignment (“Callinize Assignment”), attached hereto as **Exhibit B**, which included a self-executing assignment of the Tenfold Trademark to Assignee Callinize effective September 1, 2017; and

WHEREAS, in accordance with the contractual terms of the Callinize Assignment, Registrant Tenfold received \$35,000 from Assignee Callinize on October 5, 2015 and a subsequent and final payment of \$50,000 in accordance with the terms therein; and

WHEREAS, Assignee Callinize has paid \$85,000.00 and validly performed under the terms of the Callinize Assignment; and

WHEREAS, pursuant to Section 1.C. of the Callinize Assignment, on September 1, 2017 upon receipt of full and final payment, the self-executing trademark assignment became effective and Registrant Tenfold assigned all of its interests, rights, and goodwill to the Tenfold Trademark to Assignee Callinize; and

WHEREAS, on December 14, 2017, the Callinize Assignment was recorded with the USPTO with an execution date of October 5, 2015 even though the assignment was not effective until September 1, 2017; and

WHEREAS, in the interim on September 1, 2016 the Registrant Tenfold merged with and into the Assignor Versata wherein Registrant Tenfold did not survive the merger; and

WHEREAS, ownership of the Tenfold Trademark was transferred to Assignor Versata by virtue of the Agreement and Plan of Merger and underlying merger transaction, and further confirmed in a Trademark Assignment dated September 20, 2016, between Registrant Tenfold and Assignor Versata (“Versata Assignment”), attached hereto as **Exhibit C**; and

WHEREAS, in order to properly maintain the chain of title of the Tenfold Trademark, the Versata Assignment was filed with the USPTO on October 6, 2016, prior to the recording of the Callinize Assignment that was recorded with the USPTO on December 14, 2017; and

WHEREAS, to avoid confusion as to the current owner of the Tenfold Trademark, Assignor Versata desires to acknowledge and confirm that as of September 1, 2017, Assignee Callinize is the current owner of the TENFOLD Trademark; and

WHEREAS, Assignor Versata has agreed to execute and deliver this Corrective Trademark Assignment, for recording with governmental authorities including, but not limited to, with the USPTO.

NOW THEREFORE, in consideration of the mutual promises covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Corrective Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor Versata hereby confirms the validity of the Callinize Assignment as of September 1, 2017, thereby irrevocably releasing any right, title, and interest in and to the TENFOLD Trademark, including, but not limited to:

(a) the trademark registrations and applications set forth on **Exhibit A** and any and all issuances, renewals, and extensions thereof now or hereafter in effect and any and all related common law rights;

(b) the goodwill of the business connected with the use of, and symbolized by, the Tenfold Trademark.

2. Recordation and Further Actions. Versata Assignor authorizes the Commissioner for Trademarks at the USPTO and any other governmental officials to record and register this Corrective Trademark Assignment. Versata Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Assignee Callinize. Upon execution of this Corrective Trademark Assignment, Assignor Versata confirms it has no rights in or obligations with respect to the Tenfold Trademark, and Assignee Callinize shall bear all costs associated with the Tenfold Trademark after the date hereof.

3. Entire Agreement. This Corrective Trademark Assignment constitutes the entire understanding among and between the Parties with respect to its subject matter and cannot be modified, changed or amended except in writing executed by the Parties hereto, or their successors or assignees.

4. Counterparts. This Corrective Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Corrective Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Corrective Trademark Assignment.

5. Successors and Assigns. This Corrective Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This Corrective Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Corrective Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Corrective Trademark Assignment as of the Effective Date.

VERSATA, INC.

By: Andrew S Price
Name: Andrew S. Price
Title: Chief Financial Officer
401 Congress Avenue, Suite 2650
Austin, Texas 78701

CALLINIZE, INC.

By: Mark O'Connor
Name: Mark O'Connor
Title: CFO
2222 Rio Grande Street, Suite 250
Austin, Texas 78705

EXECUTION VERSION

**EXHIBIT A
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

TRADEMARK	SERIAL NO.	REGISTRATION NO.	STATUS
TENFOLD	77863971	3878778	Live

EXHIBIT B

CALLINIZE ASSIGNMENT

See attached

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TenFold Corporation		10/07/2015	Corporation:
RECEIVING PARTY DATA			
Name:	Callinize, Inc.		
Street Address:	2222 Rio Grande Street		
Internal Address:	Suite 250		
City:	Austin		
State/ Country:	TEXAS		
Postal Code:	78705		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77863971	TENFOLD	
CORRESPONDENCE DATA			
Fax Number:	4105832437		
Email:	harasti@bowie-jensen.com		
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.			
Correspondent Name:	Gina M. Harasti, Esq.		
Address Line 1:	210 W. Pennsylvania Avenue		
Address Line 2:	Suite 400		
Address Line 4:	Towson, MARYLAND 21204		
NAME OF SUBMITTER:	Gina M. Harasti, Esq.		
Signature:	/Gina M. Harasti/		
Date:	12/14/2017		
Total Attachments: 6			
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RECEIPT INFORMATION

ETAS ID:	TM454516
Receipt Date:	12/14/2017
Fee Amount:	\$40

TRADEMARK LICENSE AGREEMENT & ASSIGNMENT

This Trademark License Agreement & Assignment ("Agreement") is dated as of October 5, 2015 ("Effective Date") between TenFold Corporation, located at Suite 2650, 401 Congress Avenue, Austin, Texas 78701 ("TenFold") and Callinize, Inc., located at 813-A Brazos Street #269, Austin, TX 78701 ("Licensee").

RECITALS

- A. TenFold is the owner of the "Tenfold" trademark, which trademark is protected under the laws of various jurisdictions (the "TenFold Mark") and the domain name tenfold.com ("Domain Name").
- B. TenFold has agreed to permit Licensee to use the TenFold Mark and Domain Name subject to the conditions contained in this Agreement.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

- I. License.
 - A. TenFold hereby grants to Licensee, subject to the terms of this Agreement, an exclusive, non-transferable, license to use the TenFold Mark and Domain Name during the term of this Agreement for any lawful purpose.
 - B. Licensee shall pay TenFold a fee of \$85,000 ("Fee") payable as follows: (i) \$35,000 (USD Thirty Five Thousand) upon the Effective Date; and (ii) \$50,000 (USD Fifty Thousand) due upon the earlier of (a) Licensee raising a qualified round of at least \$1,000,000 (USD One Million) or (b) January 01, 2017 (the "Final Date"). Upon notice by Licensee to TenFold, Licensee may extend the Final Date to June 1, 2017 for an additional fee, causing the Fee to increase to \$110,000. If the Final Date is extended, the amount due under sub clause (ii) above shall increase to \$75,000 (with such amount being due and payable on June 1, 2017).
 - C. On September 1, 2017, provide that Licensee has made full payment of the total Fee by the applicable due date, TenFold will grant Licensee all right title and interest in the TenFold Mark and the Domain Name in accordance with Exhibit A.
 - D. Licensee acknowledges that notwithstanding anything to the contrary contained in this Agreement, if any payment due hereunder is late, this Agreement shall immediately become null and void (including, but not limited to, any assignment obligation hereunder) and Licensee's license to the TenFold Mark and the Domain Name shall immediately terminate and the TenFold Mark and the Domain Name shall remain with TenFold. Further, any payments already made by the Licensee to TenFold shall be retained by TenFold and will not be required to be refunded to the Licensee.
 - E. The Fee does not include any amounts for duties, import or export fees, sales, use, VAT, property or other taxes which are based on this Agreement, the license granted herein or the payments required to be made under this Agreement. Licensee shall pay

all such duties, fees and taxes. Furthermore, the Fee does not include any fees for transfer of the TenFold Mark or Domain Name. All past due amounts are subject to a late charge equal to one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less.

F. Notwithstanding anything stated elsewhere in this Agreement, Licensee will facilitate the transition as much as possible and agrees to forward any emails or phone calls which are obviously directed towards the TenFold Corporation appropriately. Further, Licensee explicitly agrees and acknowledges that TenFold shall continue to operate as "TenFold Corporation".

2. Goodwill; Prosecution. Licensee acknowledges ownership of the TenFold Mark and agrees that it will do nothing inconsistent with such ownership and agrees that all use of the TenFold Mark by Licensee will inure to the benefit of and be on behalf of TenFold until assignment of the TenFold Mark. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the TenFold Mark, other than the right to use the TenFold Mark in accordance with the Agreement until assignment. The goodwill in the TenFold Mark shall inure to the benefit of TenFold until assignment of the TenFold Mark. In no event shall Licensee register, attempt to register, or use any trademark that is similar to the TenFold Mark until assignment of the TenFold Mark.

3. Use of the TenFold Mark.

A. Licensee shall not use the TenFold Mark in any manner that may disparage the TenFold Mark or impair the validity, scope, title or goodwill in the TenFold Mark until assignment of the TenFold Mark. Licensee shall offer goods and services of at least the same quality as those offered by TenFold under the TenFold Mark. Licensee shall use the TenFold Mark in compliance with all applicable legal requirements.

B. In each item that includes, bears or references any TenFold Mark, Licensee agrees to provide a specific trademark attribution that acknowledges TenFold, Inc. as the owner of the TenFold Mark until assignment of the TenFold Mark. Such attribution shall be consistent with the attribution requirements provided by TenFold. For clarity, this requirement will be satisfied by Callinize making this attribution on a single web page that is linked to from its other web pages using the TenFold Mark.

4. Indemnification. Licensee shall indemnify and defend TenFold against any and all claims, liabilities, losses, expenses, or damages which may be suffered or incurred arising out of or related to (i) Licensee's activities under this Agreement; (ii) use of the Domain Name; or (iii) use of the TenFold Mark.

5. Term, Renewal and Termination.

A. TenFold may terminate this Agreement by providing Licensee with written notice of termination in the event Licensee defaults in the performance or observance of any of its obligations under this Agreement, and such default shall continue for fifteen (15) days after notice specifying such default has been given to Licensee by TenFold.

- B. TenFold may terminate this Agreement if Licensee files a petition for bankruptcy or insolvency, has an involuntary petition under bankruptcy laws filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern; or
- C. TenFold's rights of termination shall not be exclusive, and TenFold's exercise thereof shall not preclude its exercise of any other right or remedy that it may have by law.
- D. Upon the expiration or termination of this Agreement pursuant to Paragraph 3(A) or 5(B), the license granted hereby to Licensee shall immediately terminate and any further use of the TenFold Mark shall constitute infringement of by Licensee. Under no circumstance will the Fee be refundable.
6. No Warranty. Licensee acknowledges that the TenFold Mark and Domain Name are being provided without warranty, "AS IS". TENFOLD MAKES NO WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
7. Limitation of Liability. IN NO EVENT SHALL TENFOLD BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), FOR ATTORNEY'S FEES OR COSTS OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY LICENSEE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL TENFOLD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
8. Miscellaneous Provisions.
- A. Licensee may not sell, transfer, assign or sublicense its rights, in whole or in part, under this Agreement without TenFold's prior written consent.
- B. No amendment, modification, or addition to this Agreement shall be binding upon either party unless in writing and duly executed by each of the parties in the same manner as the execution of this Agreement.
- C. Any notice or other communication to either party to this Agreement required or permitted hereunder shall be in writing and shall be sent to such party by personal delivery to an authorized representative or officer of the party or by express courier service or overnight delivery service of national standing, and shall be deemed to have been served on the date of delivery or attempted delivery (if receipt is refused).

- D. This Agreement contains all the understandings and representations between the parties relating to the matters referred to herein, and supersedes and terminates any understandings or agreements previously entered into between the parties with respect thereto.
- E. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the parties hereto.
- F. Disputes arising in connection with the terms and conditions of this grant of permission shall be governed by, and construed, enforced and interpreted in accordance with, the internal substantive laws of the State of Texas, without regard to the conflict of laws provisions of any state or jurisdiction. Any action arising out of this Agreement shall be brought in the state or federal courts located in Austin, Texas and Licensee hereby agrees to the jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers.

TENFOLD CORPORATION, INC.

By: [Signature]

Name: Andrew S. Price

Title: Chief Financial Officer

Date: October 7, 2015

CALLINIZE, INC.

By: [Signature]

Name: Blake Roberts

Title: Chief Executive Officer

Date: October 7th, 2015

EXHIBIT A

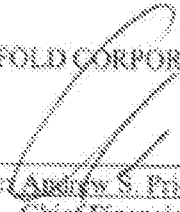
TRADEMARK ASSIGNMENT

WHEREAS, TenFold Corporation, a Delaware corporation, owns the trademark and domain name attached hereto as Schedule 1; and

WHEREAS, Callinize, Inc, a Delaware corporation, is desirous of acquiring said trademark and the associated registration;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, TenFold Corporation hereby assigns to Callinize, Inc. all its right, title and interest in and to the trademark and domain name set forth in Schedule 1, and any associated goodwill.

TENFOLD CORPORATION

By: 
Name: Anthony S. Price
Title: Chief Financial Officer

SCHEDULE I

Mark

Tenfold (U.S. Registration 3878778)

Domain Name

tenfold.com

TRADEMARK

REEL: 006515 FRAME: 0304



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 12, 2018

PTAS

GINA M. HARASTI, ESQ.
210 W. PENNSYLVANIA AVENUE
SUITE 400
TOWSON, MD 21204

900432123

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/14/2017

REEL/FRAME: 6228/0229
NUMBER OF PAGES: 8

BRIEF: ASSIGNS THE ENTIRE INTEREST

ASSIGNOR:
TENFOLD CORPORATION

DOC DATE: 10/07/2015
CITIZENSHIP: NONE
ENTITY: CORPORATION

ASSIGNEE:
CALLINIZE, INC.

2222 RIO GRANDE STREET
SUITE 250
AUSTIN, TEXAS 78705

CITIZENSHIP: TEXAS
ENTITY: CORPORATION

SERIAL NUMBER: 77863971
REGISTRATION NUMBER: 3878778
MARK: TENFOLD
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/03/2009
REGISTRATION DATE: 11/23/2010

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

EXHIBIT C

VERSATA ASSIGNMENT

See attached

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenfold Corporation		09/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Versata, Inc.		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3878778	TENFOLD	
CORRESPONDENCE DATA			
Fax Number:	5122874866		
<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:	512-656-7960		
Email:	brian.spross@jonesspross.com		
Correspondent Name:	Brian Spross		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Brian Spross		
SIGNATURE:	/brian spross/		
DATE SIGNED:	10/06/2016		
Total Attachments: 4			
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OP \$40.00 3878778

Trademark Assignment

This TRADEMARK ASSIGNMENT, dated as of September 20, 2016 (the "Assignment"), is made by and between Tenfold Corporation, a Delaware corporation with a principal place of business at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 ("Assignor"), and Versata, Inc. a Delaware corporation with a principal place of business at 401 Congress Avenue, Suite 2650, Austin Texas 78701 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks set forth in Exhibit A hereto and incorporated by reference herein (the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of Assignor's business symbolized by the Assigned Marks and together with the business of Assignor in connection with which Assignor has used the Mark in interstate commerce, which is ongoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby transfer, assign, convey and deliver to Assignee:
 - a. all of Assignor's right, title and interest throughout the world in and to the Assigned Marks together with the goodwill of the Assignor's business symbolized by the Assigned Marks in connection with which Assignor used the Assigned Marks in interstate commerce, including without limitation all of the rights in damages for past, present and future infringements of the Assigned Marks.
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, except as otherwise agreed in writing between Assignor and Assignee; and
 - d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Assignor authorizes and requests the Commissioner of the USPTO or such other applicable officer of any foreign Trademark Office to record ownership of the applicable registered Trademarks set forth in Exhibit A as the property of Assignee.
3. Further Action. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.

4. Counterparts. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

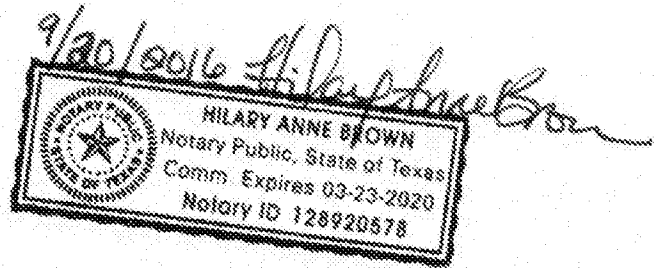
ASSIGNEE:

VERSATA, INC

By: _____

Name: Andrew S. Price

Title: Chief Financial Officer



ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF TRAVIS)
Sept. 20 HAB

On August __, 2016, before me the undersigned notary public, personally appeared Andrew S. Price, proved to me through satisfactory evidence of identification, which was his state-issued driver's license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Financial Officer for Versata, Inc., a Delaware corporation.

Hilary Anne Brown
Notary Public in and for the State of Texas

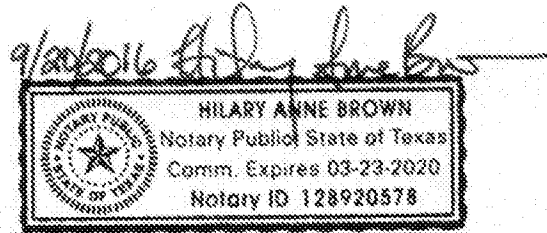
ASSIGNOR:

TENFOLD CORPORATION

By: _____

Name: Andrew S. Price

Title: Chief Financial Officer



ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF TRAVIS

On Sept. 20 ^{HAB} 2016, before me the undersigned notary public, personally appeared Andrew S. Price, proved to me through satisfactory evidence of identification, which was his state-issued driver's license, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Financial Officer for Tenfold Corporation, a Delaware corporation.

Hilary Anne Brown
Notary Public in and for the State of Texas

Exhibit A

Registered Trademarks

Mark	Reg. No.	Reg. Date	Jurisdiction
TENFOLD	3,878,778	November 23, 2010	United States