

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM517921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/31/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mavent Holdings, Inc		12/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ELLIE MAE, INC		
<b>Street Address:</b>	4420 Rosewood Drive		
<b>City:</b>	Pleasanton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3024456	MAVENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158825400		
<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>			
<b>Phone:</b>	4158825300		
<b>Email:</b>	jbegler@nvlawllp.com		
<b>Correspondent Name:</b>	Jay Begler, c/o Niesar & Vestal LLP		
<b>Address Line 1:</b>	90 New Montgomery Street,		
<b>Address Line 2:</b>	Ninth Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Jay Begler		
<b>SIGNATURE:</b>	/Jay Begler/		
<b>DATE SIGNED:</b>	04/08/2019		
<b>Total Attachments: 4</b>			
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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is dated as of December 31, 2017 (the "*Closing Date*"), by and among Ellie Mae, Inc., a Delaware corporation (the "*Parent*") and Mavent Holdings Inc., a Delaware corporation ("*Subsidiary*").

### RECITALS

WHEREAS, the Board of Directors of the Parent and the sole stockholder of the Subsidiary deem it advisable and in the best interests of each entity that the Parent and the Subsidiary combine; and

WHEREAS, the combination of the Parent and the Subsidiary shall be effected by the terms of this Agreement through a transaction in which the Subsidiary will merge with and into the Parent, with the Parent as the surviving entity and with the separate existence of the Subsidiary ceasing (the "*Merger*").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

### ARTICLE 1

#### THE MERGER

**1.1 Effective Time of the Merger.** Subject to the provisions of this Agreement, a certificate of ownership and merger (the "*Certificate of Merger*") in such form as is required by the relevant provisions of the Delaware General Corporation Law ("*DGCL*") shall be duly prepared, executed and delivered to the Secretary of State of the State of Delaware, for filing, as provided in the DGCL, on or as soon as practicable after the Closing, as defined below. The Merger shall become effective such time as is provided in the Certificate of Merger (the "*Effective Time*").

**1.2 Certificate of Incorporation.** The Certificate of Incorporation of the Parent is not amended by this Agreement, and shall be the Certificate of Incorporation of the Parent from and after the Effective Time, subject to the right of the Parent to amend its Certificate of Incorporation in accordance with the laws of the State of Delaware.

**1.3 Effects of the Merger.**

(a) At the Effective Time the separate existence of the Subsidiary shall cease and the Subsidiary shall be merged with and into the Parent.

(b) At the Effective Time, all outstanding equity interests of the Subsidiary shall, by virtue of the Merger, be automatically cancelled and extinguished.

(c) At and after the Effective Time, the Parent shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Subsidiary; and all and singular rights, privileges, powers and franchises of the Subsidiary, and all property, real, personal and mixed (whether tangible or intangible), and all debts due to the Subsidiary on whatever account, as well as all other things in action or belonging to the Subsidiary, shall be vested in the Parent, and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Parent as they were of the Subsidiary, and the title to any real estate vested by deed or otherwise, in the Subsidiary, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Subsidiary shall be preserved unimpaired, and all debts, liabilities and duties of the Subsidiary shall thereafter attach to the Parent, and may be enforced against it to the same extent as if such debts and liabilities had been incurred by it.

(d) The directors and officers of the Parent immediately prior to the Effective Time of the Merger shall be the respective individuals who are directors and officers of the Parent immediately after the Effective Time.

## ARTICLE 2

### CLOSING

2.1 **Closing.** The closing (the "*Closing*") of the Merger shall take place at the offices of Cooley LLP, 3175 Hanover Street, Palo Alto, CA 94304 at the Effective Time, or on such other date, time and/or place as may be mutually agreed upon by the Parent and the Subsidiary.

## ARTICLE 3

### MISCELLANEOUS PROVISIONS

3.1 **Further Assurances.** Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

3.2 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws that would cause the laws of another jurisdiction to govern.

3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

3.4 **Severability.** Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity

or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**3.5 Successors and Assigns.** This Agreement shall be binding upon each of the parties hereto and each of their respective successors and assigns, if any. This Agreement shall inure to the benefit of the Parent, the Subsidiary and their respective successors and assigns, if any.

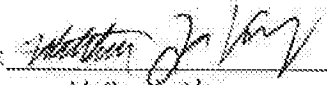
**3.6 Entire Agreement.** This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the parties hereto on the date first written above.


**THE PARENT:**

ELLIE MAE, INC., a Delaware corporation

By:   
Name: Matt Conway  
Title: CFO

**THE SUBSIDIARY:**

MAVENT HOLDINGS INC., a Delaware corporation

By:   
Name: Brian Brown  
Title: Secretary