

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parallel Machines, Ltd.		06/19/2019	Corporation: ISRAEL
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: 2			
Property Type	Number	Word Mark	
Registration Number:	5645607	MLOPS	
Serial Number:	87698312	PARALLELM	
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 97201-5630		
ATTORNEY DOCKET NUMBER:	0097761-000082		
NAME OF SUBMITTER:	J. Alfred Murray, Davis Wright Tremaine		
SIGNATURE:	/J. Alfred Murray/		
DATE SIGNED:	06/20/2019		
Total Attachments: 5			
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CH \$65.00 5645607

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated June 19, 2019, is entered into by and between Parallel Machines Ltd., an Israel corporation (“**Seller**”) and DataRobot, Inc., a Delaware corporation (“**Buyer**,” and together with Seller, the “**Parties**”). Capitalized terms not otherwise defined herein will have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, one or more certain trademarks are used in connection with the Business as defined in the Asset Purchase Agreement dated as of May 31, 2019, by and among Buyer, Seller, and other party thereto, as amended by that Amendment to the Asset Purchase Agreement dated June 14, 2019 (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 such Trademarks.

2. With regard to the Trademarks pending before the United States Patent and Trademark Office and filed on the basis of a 1(b) intent-to-use (ITU) application, Seller’s bona fide intent to use in commerce in connection with such applied for goods/services but for which allegations of use under 15 U.S.C. §1051(b) have not yet been filed (“Pending ITU Applications”) in accordance with 15 U.S.C. §1051(d), the Seller hereby assigns all rights associated with the Trademarks, as part of the business or portion thereof to which the Pending ITU Application pertains as required by 15 U.S.C. §1060.

3. Buyer hereby accepts the assignment in Section 1 and 2 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

* * *

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

BUYER:

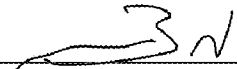
DATAROBOT, INC.

DocuSigned by:
Jeremy Achin
By: _____
Name: Jeremy Achin
Title: President and CEO

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

SELLER:


PARALLEL MACHINES LTD.

By: 
Name: Sivan Metzger
Title: CEO

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 006674 FRAME: 0309

SCHEDULE A TO TRADEMARK ASSIGNMENT
TRADEMARKS

Mark	Goods and Services	Filing Details
MLOps USPTO	Int. Cl. 9 Compiler software; computer software that assists computers in deploying parallel applications and performing parallel computations; data processing apparatus for use in data science applications; compiler software, namely, compilers optimized for automatic generation of computer code for massively parallel computer clusters	Registered Supplemental Register Reg No. 5645607 Reg Date 01-JAN-2019
PARALLELM & Design  USPTO	Int. Cl. 9 Compiler software; computer software that assists computers in deploying parallel applications and performing parallel computations; data processing apparatus for use in data science applications; compiler software, namely, compilers optimized for automatic generation of computer code for massively parallel computer clusters	Published (Pending) Intent to Use App No. 87698312 App Date 27-NOV-2017