

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598623

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/30/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Direct Labs Tecnologia Comunicacao e Marketing Ltda		09/09/2020	Limited Liability Company: BRAZIL

RECEIVING PARTY DATA

Name:	Sprinklr, Inc.
Street Address:	29 West 35th Street, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4420878	SCUP

CORRESPONDENCE DATA

Fax Number: 3175924226

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: 317-236-5882

Email: ipdocket@icemiller.com, erica.clark@icemiller.com

Correspondent Name: Holiday W. Banta

Address Line 1: One American Square, Suite 2900

Address Line 4: Indianapolis, INDIANA 46282

NAME OF SUBMITTER:	Holiday W. Banta
SIGNATURE:	/Holiday W. Banta/
DATE SIGNED:	09/21/2020

Total Attachments: 5

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NUNC PRO TUNC ASSIGNMENT

1. DEFINITIONS

- 1.1 **ASSIGNOR** means the party identified in the assignor signature section at the bottom of this assignment.
- 1.2 **ASSIGNEE** means Sprinklr, Inc., a Delaware Corporation having a principal place of business at 29 West 35th Street, 7th Floor, New York, NY 10001, as well as its successors and/or assigns.
- 1.3 **MARK** means and includes each and every property identified in the attached Exhibit A that is used as a source designation, including all goodwill and common law rights and/or statutory rights in the listed properties.
- 1.4 **RELATED MARKS** means and includes any and all source designations, including all goodwill, common law rights, and statutory rights therein, incorporating, part of, resulting from, and/or otherwise associated with any source designation listed in Exhibit A.
- 1.5 **RELATED MARK CASES** means and includes:
- a. any and all (whether or not listed in Exhibit A) United States state applications, federal applications, state registrations, federal registrations, common law usage, Trademark Trial and Appeal Board proceedings, other administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS; and
 - b. any and all (whether or not listed in Exhibit A) non-United States applications, registrations, common law usage, administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS.
- 1.6 **DOMAIN NAMES** means and includes any and all (whether or not listed in Exhibit A) internet global computing network addresses, websites, URLs, and/or any network addresses or locations incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A.
- 1.7 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.8 **GEOGRAPHIC SCOPE** means worldwide.
- 1.9 **EFFECTIVE DATE** means April 30, 2015.

2. ASSIGNMENT OF RIGHTS

- 2.1 **Intellectual Property.** The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the MARK, RELATED MARKS, RELATED MARK CASES, and DOMAIN NAMES.
- 2.2 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.3 **Right to Claim Priority.** The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the MARK, RELATED MARKS, RELATED MARK CASES, and DOMAIN NAMES.
- 2.4 **Infringement, Dilution, and Misappropriation.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement, dilution, unfair competition, and/or misappropriation of the MARK, RELATED MARKS, RELATED MARK CASES, and/or DOMAIN

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NAMES, whether the infringement, dilution, unfair competition, and/or misappropriation is committed and/or the cause of action therefor comes into existence before, during, or after the EFFECTIVE DATE.

2.5 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement, dilution, unfair competition, and/or misappropriation, including, but not limited to, equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.6 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

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6.1 Issue Registration to Assignee. The ASSIGNOR hereby authorizes and requests that any and all registrations (federal, state, and foreign) concerning the MARK, RELATED MARKS, RELATED MARK CASES, and/or DOMAIN NAMES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the federal and state courts of Indiana located in Marion County in connection with any dispute arising under the assignment.

6.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

6.5 Insert Exhibit A Information. If Exhibit A is blank or information is missing in Exhibit A of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, Ice Miller LLP's successor in interest, or Ice Miller LLP's designee, to insert the MARK and DOMAIN NAMES information, including the application number(s), registration number(s), filing date(s), and/or common law usage information in Exhibit A of this assignment once known.

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ASSIGNOR SIGNATURE

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.
Printed Name and Address: Direct Labs Tecnologia Comunicação e Marketing Ltda, Av Das Nações Unidas, 12495, 3º andar - Brooklin, São Paulo BRAZIL 04578-000, a limited liability company of Brazil.

Signature: *[Handwritten Signature]*
Name: Luiz Fernando Cante
Title: Representante Legal

Date: Set 9th, 2020

Luiz Fernando Cante
Diretor
Representante Legal
CPF: 103.824.098-09

STATE OF: São Paulo
COUNTRY: BRAZIL

On this 9th day of September, 2020, there appeared before me _____, personally known to me or who proved to me his/her identification, who stated that he/she is _____ [title] of Direct Labs Tecnologia Comunicação e Marketing Ltda, and who acknowledged that he/she signed the foregoing instrument as his/her voluntary act and deed.

My Commission Expires: _____
Residence: _____ NOTARY PUBLIC

Witness 1 _____ Witness 2 _____

Name: _____ Name: _____
ID Card: _____ ID Card: _____

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

SPRINKLER, INC.

[Handwritten Signature]
Mr. Gregory Czaja
VP, Legal

Date: 11th day of September, 2020.

Oficial do Registro Civil das Pessoas Naturais do 37º Sub. Aclimação - São Paulo - SP
Rua Pires de Mota, 304 - CEP 01528-009 - Fone (11) 3289-3600 / 3289-1917 - E-mail: 37sub@net.com.br
Oficial - Sr. Marlene Marchior

Reconheço, por semelhança, a firma de LUÍZ FERNANDO CANTE, 28. Paulo, 15 de setembro de 2020. Em testemunha _____ da verdade.

LITRE QUATRE - La Quatre Quinta Ltda
Preço da firma R\$ 6,48 (seis reais) Total R\$ 6,48

Para produzir efeito no Brasil para valer contra terceiros, deverá ser verbado em vernáculo e registrada a tradução (67:1 Cap. XIV Normas de Serviços C.G.J.)



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EXHIBIT A

MARK	SERVICES	COUNTRY	APPLICATION NO./ REGISTRATION NO.	APPLICATION DATE/ REGISTRATION DATE
SCUP	(Class 042) Social media information and brand monitoring, recording and reporting services to assist companies, agencies, individuals and organizations to obtain data within the various fragmented social media platforms and websites to monitor the information and data and analyze collected information regarding specific trends and information that is specified	U.S.	Application No. 85/794,006 Registration No. 4,420,878	Filed: December 4, 2012 Registered: October 22, 2013

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