

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641677

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Assignment of the entire interest		
RESUBMIT DOCUMENT ID:	900605419		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooladata Ltd.		01/27/2020	Corporation: ISRAEL
RECEIVING PARTY DATA			
Name:	Medallia, Inc.		
Street Address:	575 Market Street, Suite 1850		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85865190	COOLADATA	
CORRESPONDENCE DATA			
Fax Number:	9168368271		
<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:	9168368271		
Email:	Jesseca.terrado@rimonlaw.com		
Correspondent Name:	RIMON PC / Jesseca Terrado		
Address Line 1:	420 W. Main Street Suite 101B		
Address Line 4:	Boise, IDAHO 83702		
ATTORNEY DOCKET NUMBER:	MEDTM.2		
NAME OF SUBMITTER:	Jesseca Terrado		
SIGNATURE:	/JessecaTerrado/		
DATE SIGNED:	04/23/2021		
Total Attachments: 3			
source=COOLADATA_MEDTM.2 (US) Assignment#page1.tif			
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Intellectual Property Assignment Agreement

Between

Cooladata Ltd. and Medallia, Inc.

This Assignment Agreement is made and entered into effective as of January 1, 2020 (the “Effective Date”) by and between:

Cooladata Ltd., a company duly and validly organized under the laws of Israel, company registration no. 51-483188-2 with its principal place of business at 7 Jabotinsky Street, Ramat Gan, 5252007, Israel (“Cooladata”), and

Medallia, Inc., a company organized and existing under the laws of the State of Delaware, with its principal place of business located at 575 Market Street, Suite 1850, San Francisco, CA 94105, (“Medallia”).

Cooladata and Medallia are collectively referred to as the “Parties” and individually referred to as “Party”.

RECITALS

WHEREAS, Medallia and Cooladata are part of the Medallia group of affiliated companies,

Whereas, Cooladata desires to assign and transfer all its right, title, benefit and interest in and to its Intellectual Property (as defined below) to Medallia, and

Whereas, Medallia desires to receive and accept from Cooladata all its right, title, benefit and interest to its Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Definitions.

“Intellectual Property” means any intellectual property or proprietary rights, which are owned or licensed including but not limited to any and all inventions, processes, test procedures, reproduction procedures, techniques, methodologies, software, data, works of authorship, copyright rights (including rights in audiovisual works), moral rights, patent rights (including patent applications and disclosures), rights of priority, mask work rights, trademarks, trade names and

trade secrets, know-how, database rights and other proprietary rights, and all registrations and applications, recognized in any country or jurisdiction in the world.

2. Assignment and Transfer. Cooladata hereby assigns and transfers to Medallia, and Medallia hereby receives and accepts from Cooladata, all of Cooladata's right, title, benefit and interest in and to Cooladata's Intellectual Property and Medallia accepts such assignment and transfer.

3. Purchase Price. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4. Independent Contractors. In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the Parties are, and shall remain, independent contractors. Nothing in this Agreement shall be construed (i) to constitute the Parties as principal and agent, partners, joint venturers, or otherwise as participants in a joint undertaking, or (ii) to authorize either Party to enter into any contract or other binding obligation on the part of the other Party hereto, and neither Party shall represent to any other person, firm, corporation or other entity that it is authorized to enter into any such contract or other obligation on behalf of the other Party hereto.

5. Notices. All notices, reports and other communications between the Parties shall be sent by registered mail, by overnight commercial courier, by personal delivery, by postage prepaid and return receipt requested, by electronic mail or by facsimile. Each such notice, report, or other communication shall be effective upon receipt by the sender of confirmation of the delivery, or where no such confirmation is possible, when received.

6. Choice of Law. This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California, excluding its rules on conflicts of laws.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 8. Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to a final judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. In the event of such partial invalidity, the Parties shall seek in good faith to agree on replacing any such legally invalid provision with a provision which, in effect, will most nearly and fairly approach the effect of the invalid provision.
- 9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, understandings and communications between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to enter into effect as of the Effective Date hereof, by causing this Agreement to be executed by their respective duly authorized representatives.

Cooladata Ltd.

DocuSigned by:
 By: Roxanne Pulman
574022042700427...

Director

Its: _____

Date: 1/27/2020

Medallia, Inc.

DocuSigned by:
 By: Drew Grasham
2587A08C08873414

EVP & General Counsel

Its: _____

Date: 1/27/2020