

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPRINKLR, INC.		05/20/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG SPECIALTY LENDING, INC., as Administrative Agent		
Street Address:	888 7th Avenue, 35th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4852334	BRANDERATI	
Registration Number:	5356083	ENTERPRISE SOFTWARE FOR AN UN-ENTERPRISE	
Registration Number:	4715462	GET SATISFACTION	
Registration Number:	4463803	LITTLE BIRD	
Registration Number:	4400607	POSTANO	
Registration Number:	4080264	SBI	
Registration Number:	4665516	SEE WHAT EVERYONE IS TALKING ABOUT	
Registration Number:	4393432	SOCIAL@SCALE	
Registration Number:	4091432	SOCIAL BUSINESS DESIGN	
Registration Number:	4638732	SOCIAL EXPERIENCE MANAGEMENT	
Registration Number:	5456803	SPRINKLR EXPERIENCE CLOUD	
Registration Number:	3793002	SPRINKLR	
Serial Number:	87399110	EXPERIENCE CLOUD	
Serial Number:	87078162	SOCIAL MIRROR	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		

CH \$365.00 4852334

Email: nicole.mollica@ropesgray.com
Correspondent Name: Nicole Mollica, Ropes & Gray LLP
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 116192-8012

NAME OF SUBMITTER: Nicole Mollica

SIGNATURE: /nicole mollica/

DATE SIGNED: 06/21/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 20, 2020, is entered into by and among Sprinklr, Inc., a Delaware corporation (the “**Grantor**”) and TPG Specialty Lending, Inc. (the “**Assignee**”), as Administrative Agent pursuant to (i) that certain Pledge and Security Agreement, dated as of May 20, 2020, among the Assignee, the Grantor and the other Grantors party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Senior Subordinated Secured Convertible Note Purchase Agreement, dated as of May 20, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), between, among others, certain of the Grantor’s affiliates, the Assignee, and certain Investors party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Note Purchase Agreement, as applicable. For purposes of this Agreement, “**Trademarks**” shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing including, including, without limitation, the applications and registrations listed on Schedule A hereto, and (b) with respect to any and all of the foregoing: (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral of the Grantor, including Grantor’s Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, as collateral security for the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Grantor’s Secured Obligations, the Grantor hereby grants to the Assignee a security interest in and continuing Lien on all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising and wherever located.

(b) Notwithstanding anything to the contrary contained in clause (a), the security interest created by this Agreement shall not extend to any Excluded Assets, including any applications for trademarks or service marks filed in the United States Patent and Trademark Office

or any successor thereto (the “**PTO**”) on the basis of the applicant’s intent-to-use such trademark or service mark, prior to the filing of an amendment with the PTO under 15 U.S.C. §1051(c) that brings the application into conformity with 15 U.S.C. §1051(a) or the filing of a verified statement of use with the PTO under 15 U.S.C. §1051(d) that has been examined and accepted by the PTO.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement shall be coterminous with the term of the Security Agreement.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Note Purchase Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

[Remainder of page intentionally left blank; signature page follows]

ASSIGNEE:

TPG SPECIALTY LENDING, INC.

By: _____

Name: Joshua Eastern

Title: Chief Executive Officer

Address of Assignee:

TPG Specialty Lending, Inc.
888 7th Avenue
35th Floor
New York, New York 10106

GRANTOR:

SPRINKLR, INC.

By: 
Name: Chris Lynch
Title: Chief Financial Officer

Address of Grantor:

29 W 35th Street, New York, NY 10001

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Schedule A to TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

<u>Country</u>	<u>Trademark Name</u>	<u>Application Date</u>	<u>Owner</u>	<u>Application / Serial No.</u>	<u>Registration No.</u>	<u>Date</u>
US	Branderati	September 6, 2014	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4852334	November 10, 2015
US	Enterprise Software for an Un-Enterprise World	September 3, 2016	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		5356083	December 12, 2017
US	GetSatisfaction	August 11, 2014	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4715462	April 7, 2015
US	Little Bird	October 1, 2012	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4463803	January 7, 2014
US	Postano	June 1, 2011	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4400607	September 10, 2013
US	SBI	June 29, 2011	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4080264	January 3, 2012
US	See What Everyone is Talking About	April 5, 2013	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4665516	January 6, 2015
US	Social@Scale	May 3, 2012	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4393432	August 27, 2013
US	Social Business Design	September 22, 2009	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4091432	January 24, 2012
US	Social Experience Management	February 19, 2014	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		4638732	November 11, 2014
US	Sprinklr Experience Cloud	April 5, 2017	SPRINKLR, INC.		5456803	May 1, 2018

			29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001			
US	Sprinklr	October 9, 2009	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		3793002	May 25, 2010
US	Sprinklr	March 13, 2017	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001		5547854	August 28, 2018

Applications for Registration of Trademarks

<u>Country</u>	<u>Application Title</u>	<u>Application Date</u>	<u>Owner</u>	<u>Application / Serial No.</u>	<u>Registration No. / Patent No.</u>	<u>Date</u>
US	Experience Cloud	April 5, 2017	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001	87/399110		April 5, 2017
US	Social Mirror	June 21, 2016	SPRINKLR, INC. 29 WEST 35TH ST., 8TH FLOOR NEW YORK, NY 10001	87078162		June 21, 2016