

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663224

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medallia, Inc.		09/04/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	333 Market Street, 15th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4729855	COOLADATA	
<b>Registration Number:</b>	4979999	HUDDLEUP	
<b>Serial Number:</b>	88870000	LIVINGLENS	
<b>Registration Number:</b>	6013041	M	
<b>Registration Number:</b>	5049044	MEDALLIA	
<b>Registration Number:</b>	4246103	MEDALLIA	
<b>Registration Number:</b>	4246104	MEDALLIA	
<b>Registration Number:</b>	3795880	MEDALLIA	
<b>Registration Number:</b>	5049045	MEDALLIA	
<b>Registration Number:</b>	5053621	MEDALLIA	
<b>Registration Number:</b>	5053620	MEDALLIA	
<b>Serial Number:</b>	88607887	MEDALLIA EXPERIENCE CLOUD	
<b>Serial Number:</b>	88793331	MEDALLIA LENS	
<b>Registration Number:</b>	4325758	MEDALLIA PROMOTE	
<b>Registration Number:</b>	4325759	MEDALLIA PROMOTE	
<b>Registration Number:</b>	6013040	MEDALLIA	
<b>Registration Number:</b>	4669621	PRACTICE SAFE TEXT	
<b>Registration Number:</b>	5240241	PROMOTER.IO	
<b>Serial Number:</b>	88871988	STRIKEDECK	

CH \$540.00 4729855

Property Type	Number	Word Mark
Registration Number:	3751713	TEXT IT IN
Registration Number:	3646626	ZINGLE

**CORRESPONDENCE DATA**

**Fax Number:** 9495676710  
*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:** 9498527792  
**Email:** ipprosecution@orrick.com, vsantos@orrick.com  
**Correspondent Name:** ORRICK, HERRINGTON & SUTCLIFFE LLP  
**Address Line 1:** 2050 Main Street, Suite 1100  
**Address Line 4:** IRVINE, CALIFORNIA 92614

<b>ATTORNEY DOCKET NUMBER:</b>	1696-655
<b>NAME OF SUBMITTER:</b>	Victor Santos
<b>SIGNATURE:</b>	/Victor Santos/
<b>DATE SIGNED:</b>	07/28/2021

**Total Attachments: 7**

- source=Trademark Security Agreement - Medallia (EXECUTED) 4125-4792-3751 1#page1.tif
- source=Trademark Security Agreement - Medallia (EXECUTED) 4125-4792-3751 1#page2.tif
- source=Trademark Security Agreement - Medallia (EXECUTED) 4125-4792-3751 1#page3.tif
- source=Trademark Security Agreement - Medallia (EXECUTED) 4125-4792-3751 1#page4.tif
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- source=Trademark Security Agreement - Medallia (EXECUTED) 4125-4792-3751 1#page6.tif
- source=Trademark Security Agreement - Medallia (EXECUTED) 4125-4792-3751 1#page7.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Medallia, Inc., a Delaware corporation (the “**Grantor**”) in favor of Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS** the Grantor is party to a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**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 hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** Scope of Grant. The Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of itself and the Secured Parties, a security interest in, all of such Grantor’s right, title and interest in the following property, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and wherever located or deemed located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar offices outside the United States, and all extensions or renewals thereof, as well as any

unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

**SECTION 2.2**      Certain Limited Exclusions.

Notwithstanding anything to the contrary herein, (i) the security interest granted under this Agreement shall not extend to, and the definition of “Trademark Collateral” and definitions of and references to asset categories in the definition of Collateral and elsewhere in this Agreement or any agreement entered into or pursuant to this Agreement shall not include, Excluded Assets and (ii) no provision of this Agreement including, without limitation, any representation, warranty or covenant shall apply to any Excluded Assets.

**SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

**SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

**SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment in full in cash of all the Secured Obligations (other than (1) contingent indemnification and reimbursement obligations, (2) obligations and liabilities under Secured Cash Management Agreements or Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank have been made and (3) Letters of Credit that have either been Cash Collateralized or as to which

arrangements satisfactory to the applicable Issuing Lender have been made) and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

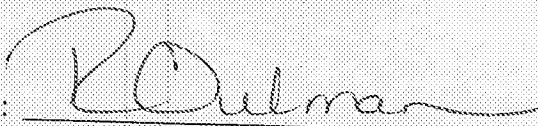
## **SECTION 7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first above written.

**MEDALLIA, INC.**, as Grantor

By: 

Name: Roxanne M. Oulman

Title: Executive Vice President and Chief  
Financial Officer

Acknowledged and Agreed:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent

By:     *K. Crosslin*      
Name: Kim Crosslin  
Title: Senior Vice President

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. Trademarks and Trademark Applications**

Trademark	App. No.	Registration No.	Status
COOLADATA	85865190	4729855	Registered
HUDDLEUP	86978062	4979999	Registered
LIVINGLENS	88870000		Pending
M Logo	88580949	6013041	Registered
MEDALLIA	86909115	5049044	Registered
MEDALLIA	85637063	4246103	Registered
MEDALLIA	85637065	4246104	Registered
MEDALLIA	76262582	3795880	Registered
MEDALLIA and design	86909116	5049045	Registered
MEDALLIA and design	86909119	5053621	Registered
MEDALLIA and design	86909117	5053620	Registered
MEDALLIA EXPERIENCE CLOUD	88607887		Pending
MEDALLIA LENS	88793331		Pending
MEDALLIA PROMOTE	85594975	4325758	Registered
MEDALLIA PROMOTE	85594977	4325759	Registered
MEDALLIA Stylized Word Mark	88580943	6013040	Registered
PRACTICE SAFE TEXT	86047801	4669621	Registered
PROMOTER.IO	87224397	5240241	Registered
STRIDEDECK	88871988		Pending
TEXT IT IN	77772898	3751713	Registered
ZINGLE	77620123	3646626	Registered

**Non-U.S. Trademarks and Trademark Applications**

Trademark	App. No.	Registration No.	Country	Status
MEDALLIA	3530742	2900352	Argentina	Registered
MEDALLIA	3291251	2695402	Argentina	Registered
MEDALLIA	3291250	2695401	Argentina	Registered
MEDALLIA	1309592	1309592	Australia	Registered
MEDALLIA	1150446	1150446	Australia	Registered
MEDALLIA	1309592	109592	Canada	Registered
M Logo	2011154		Canada	Pending
MEDALLIA	1795506	TMA992767	Canada	Registered
MEDALLIA	1674584	TMA905107	Canada	Registered
MEDALLIA EXPERIENCE CLOUD	2013654		Canada	Pending
MEDALLIA Stylized Word Medallia Mark	2011157		Canada	Pending
MEDALLIA	1307699	1307699	China	Registered
MEDALLIA	35305831		China	Pending
MEDALLIA	35305831		China	Pending
HUDDLEUP	012838165	012838165	EUTM	Registered
M Logo	18196121	18196121	EUTM	Registered
MEDALLIA	1309592	1309592	EUTM	Registered
MEDALLIA	1150446	1150446	EUTM	Registered



Trademark	App. No.	Registration No.	Country	Status
MEDALLIA and design	1334651	1334651	EUTM	Registered
MEDALLIA EXPERIENCE CLOUD	18200789	18200789	EUTM	Registered
MEDALLIA Stylized Word Mark	18196123	18196123	EUTM	Registered
MEDALLIA	303815424	303815424	Hong Kong	Registered
MEDALLIA	4266485		India	Pending
COOLADATA	253828	253828	Israel	Registered
M Logo	2239133	2054970	Mexico	Registered
M Logo	2239135	2054971	Mexico	Registered
M Logo	2239138	2054972	Mexico	Registered
MEDALLIA	2239119	2054965	Mexico	Registered
MEDALLIA	2239120	2054966	Mexico	Registered
MEDALLIA	2239122	2054967	Mexico	Registered
MEDALLIA Stylized Word Mark	2239125	2054968	Mexico	Registered
MEDALLIA Stylized Word Mark	2239128	2057177	Mexico	Registered
MEDALLIA Stylized Word Mark	2239132	2054969	Mexico	Registered
MEDALLIA	1307699	1307699	Singapore	Registered
MEDALLIA	1150446	1150446	Singapore	Registered
CROWDICITY	UK00002575262	UK00002575262	United Kingdom	Registered
LIVINGLENS (Stylized and/or with Design)	UK00003002495	UK00003002495	United Kingdom	Registered
MEDALLIA	1309592	1309592	WIPO	Registered
MEDALLIA	1307699	1307699	WIPO	Registered
MEDALLIA	1150446	1150446	WIPO	Registered
MEDALLIA and design	1334651	1334651	WIPO	Registered