

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zingle, Inc.		10/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77772898	TEXT IT IN	
Serial Number:	77620123	ZINGLE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	037894-0017		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	10/29/2021		
Total Attachments: 7			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 29, 2021, is made by the entities listed on the signature pages hereto (the “Grantors”, and each, a “Grantor”), in favor of Wilmington Trust, National Association, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement dated as of October 28, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Project Metal Merger Sub, Inc., a Delaware corporation (“Merger Sub” and, prior to the consummation of the Acquisition, the “Initial Borrower”), Medallia, Inc., a Delaware corporation (the “Company” and, upon the consummation of the Acquisition, the “Borrower”), Medallia Intermediate II, LP, a Delaware limited partnership (“Holdings”), the lending institutions from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Wilmington Trust, National Association, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as context dictates.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark

Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

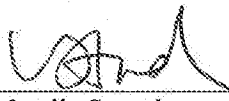
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. The terms of Section 5 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

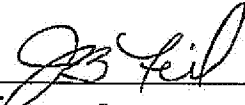
MEDALLIA, INC.,
a Delaware corporation
SENSE360, INC.,
a Delaware corporation
STELLASERVICE INC.,
a Delaware corporation
PROMOTER.IO INC.,
a Delaware corporation
ZINGLE, INC.,
a Delaware corporation,
each as a Grantor

By: 
Name: Leslie Stretch
Title: President

[Signature Page to Grant of Security Interest in Trademark Rights]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the Collateral Agent**

By:


Name: _____
Title: Joseph B. Fell
Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK
REEL: 007477 FRAME: 0613**

SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Owner
COOLADATA	United States	85865190 03-MAR-2013	4729855 05-MAY-2015	42	Medallia, Inc.
DELIVERYIQ	United States	88488753 25-JUN-2019	6290179 09-MAR-2021	42	Sense360, Inc.
Design Only 	United States	87219667 28-OCT-2016	5217891 06-JUN-2017	35	StellaService Inc.
EXPERIENCES MATTER	United States	90680783 Intent to Use 29-APR-2021	—	9 35 41 42	Medallia, Inc.
HUDDLEUP	United States	86978062 15-NOV-2013	4979999 14-JUN-2016	42	Medallia, Inc.
LIVINGLENS	United States	88870000 13-APR-2020	6292366 16-MAR-2021	9 42	Medallia, Inc.
M and design 	United States	88580949 15-AUG-2019	6013041 17-MAR-2020	9 35 42	Medallia, Inc.
MEASURED BY STELLASERVICE	United States	87117733 27-JUL-2016	5164977 21-MAR-2017	B	StellaService Inc.
MEDALLIA	United States	85637063 29-MAY-2012	4246103 20-NOV-2012	35	Medallia, Inc.
MEDALLIA	United States	85637065 29-MAY-2012	4246104 20-NOV-2012	42	Medallia, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Owner
MEDALLIA	United States	86909115 16-FEB-2016	5049044 27-SEP-2016	9	Medallia, Inc.
MEDALLIA	United States	76262582 25-MAY-2001	3795880 01-JUN-2010	9 35 36 38 39 41 42	Medallia, Inc.
MEDALLIA and design  MEDALLIA	United States	86909119 16-FEB-2016	5053621 04-OCT-2016	42	Medallia, Inc.
MEDALLIA and design  MEDALLIA	United States	86909117 16-FEB-2016	5053620 04-OCT-2016	35	Medallia, Inc.
MEDALLIA and design  MEDALLIA	United States	86909116 16-FEB-2016	5049045 27-SEP-2016	9	Medallia, Inc.
MEDALLIA EXPERIENCE CLOUD	United States	88607887 06-SEP-2019	6122819 11-AUG-2020	9 42	Medallia, Inc.
MEDALLIA in stylized letters Medallia	United States	88580943 15-AUG-2019	6013040 17-MAR-2020	9 35 42	Medallia, Inc.
MEDALLIA PROMOTE	United States	85594975 11-APR-2012	4325758 23-APR-2013	42	Medallia, Inc.
MEDALLIA PROMOTE	United States	85594977 11-APR-2012	4325759 23-APR-2013	35	Medallia, Inc.
NEVER MISS AN EXPERIENCE	United States	90654730 Intent to Use 19-APR-2021	—	9 35 41 42	Medallia, Inc.
PROMOTER.IO	United States	87224397 02-NOV-2016	5240241 11-JUL-2017	42	Promoter.IO Inc.
SENSE360	United States	86462029 21-NOV-2014	4772969 14-JUL-2015	38	Sense360 Inc.
STELLA CONNECT	United States	87599308 07-SEP-2017	5463285 08-MAY-2018	35	StellaService Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/es	Owner
STELLA SERVICE ELITE	United States	87117718 27-JUL-2016	5164976 21-MAR- 2017	B	StellaService Inc.
STELLASERVICE	United States	77841296 05-OCT-2009	4003056 26-JUL- 2011	35	StellaService Inc.
STRIKEDECK	United States	88871988 14-APR-2020	6153339 15-SEP- 2020	35 41 42	Medallia, Inc.
TEXT IT IN	United States	77772898 01-JUL-2009	3751713 23-FEB- 2010	9 38	Zingle, Inc.
ZINGLE	United States	77620123 21-NOV-2008	3646626 30-JUN- 2009	9 38	Zingle, Inc.