

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DataRobot, Inc.		03/21/2023	Corporation: DELAWARE
Algorithmia, Inc.		03/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	6400 Las Colinas Blvd		
Internal Address:	MS CC1-30		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5563017	BUSINESS DATA HUB	
Registration Number:	5588203	CURSOR	
Registration Number:	5658906	CURSOR	
Registration Number:	5715147	CURSOR	
Registration Number:	4601957	DATAROBOT	
Serial Number:	88241646	DATAROBOT	
Serial Number:	97409908	DATAROBOT CORE	
Serial Number:	97409927	DATAROBOT CORE	
Registration Number:	5645607	MLOPS	
Registration Number:	5112704	PAXATA	
Registration Number:	5112703		
Registration Number:	5977755	ZEFF	
Registration Number:	5140503	EMERGENT FUTURE	
Registration Number:	5136544		
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ahesla@duanemorris.com
Correspondent Name: Barry Steinman
Address Line 1: 30 South 17th Street
Address Line 2: Duane Morris LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	H2886-00002
NAME OF SUBMITTER:	Barry Steinman
SIGNATURE:	/s/Barry Steinman
DATE SIGNED:	03/22/2023

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 21st day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CITIBANK, N.A.**, in its capacity as Secured Party for itself, as lender ("Lender"), and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 21, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among DATAROBOT, INC. (together with any entity that may hereafter become party thereto as a Borrower, individually, a "Borrower" and collectively, "Borrowers"), ALGORITHMIA, INC., EURUS TECH ACQUISITION CORP., DATAROBOT GOVERNMENT SOLUTIONS INC., CONTAGIONNET INC. and DULLES RESEARCH, LLC (together with any entity that may hereafter become party thereto as a Guarantor), and Lender, Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party, for the benefit of Lender and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 21, 2023, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Secured Party, for the benefit of Lender and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, for the benefit of Lender and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in

all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, the Lender, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of Lender and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DATAROBOT, INC.

By: 
Name: Brian Brown
Title: General Counsel

ALGORITHMIA INC.

By: 
Name: Brian Brown
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SECURED PARTY:

CITIBANK, N.A.

By: 

Name: Kristina Skalskaya

Title: Relationship Manager, Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


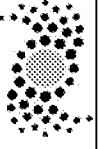
Trademark Registrations/Applications

Grantor	Country	Application No	Application Date	Registration Date	Registration Number	Mark	Trademark
DataRobot, Inc.	Japan	2019-129263	9/20/2019	9/17/2020	6293595	AI Driven	
DataRobot, Inc.	Japan	2019-129259	9/20/2019	9/17/2020	6293594	AI Driven (in Japanese characters)	AI Driven
DataRobot, Inc.	Japan	2019-129262	9/20/2019	11/4/2020	6311585	AI Success	
DataRobot, Inc.	Japan	2019-129258	9/20/2019	11/4/2020	6311584	AI Success (in Japanese characters)	AI Success
DataRobot, Inc.	United States of America	87/852104	3/27/2018	9/11/2018	5563017	BUSINESS HUB DATA	
DataRobot, Inc.	United States of America	87/978433	7/12/2017	10/16/2018	5588203	CURSOR	
DataRobot, Inc.	United States of America	87/525470	7/12/2017	1/22/2019	5658906	CURSOR	
DataRobot, Inc.	United States of America	88/091669	8/24/2018	4/2/2019	5715147	CURSOR	
DataRobot, Inc.	United States of America	85/662820	6/27/2012	9/9/2014	4601957	DataRobot	

Grantor	Country	Application No	Application Date	Registration Date	Registration Number	Mark	Trademark
DataRobot, Inc.	Madrid Protocol	1231491	9/12/2014	9/12/2014	1231491	DATAROBOT	
DataRobot, Inc.	United Kingdom	1231491	9/12/2014	12/8/2015	WO000001231491	DATAROBOT	
DataRobot, Inc.	Japan	1231491	9/12/2014	8/7/2015	1231491	DATAROBOT	
DataRobot, Inc.	Ireland	1231491	9/12/2014	9/13/2016	1231491	DATAROBOT	
DataRobot, Inc.	Italy	1231491	9/12/2014	7/21/2016	1231491	DATAROBOT	
DataRobot, Inc.	Mexico	1569391	9/12/2014	11/3/2015	1586395	DATAROBOT	
DataRobot, Inc.	New Zealand	1231491	9/12/2014	5/28/2015	1012123	DATAROBOT	
DataRobot, Inc.	Poland	1231491	9/12/2014	9/6/2016	1231491	DATAROBOT	
DataRobot, Inc.	Russian Federation	1231491	9/12/2014	12/8/2015	1231491	DATAROBOT	
DataRobot, Inc.	Singapore	1231491	9/12/2014	10/21/2015	40201503931T	DATAROBOT	
DataRobot, Inc.	Spain	1231491	9/12/2014	12/7/2015	1231491	DATAROBOT	
DataRobot, Inc.	Ukraine	1231491	9/12/2014	8/22/2016	1231491	DATAROBOT	
DataRobot, Inc.	Australia	1231491	9/12/2014	1/15/2016	1668076	DATAROBOT	
DataRobot, Inc.	Brazil	914716786	5/19/2018	4/16/2019	914716786	DataRobot	
DataRobot, Inc.	Brazil	914716808	5/19/2018	4/16/2019	914716808	DataRobot	

Grantor	Country	Application No	Application Date	Registration Date	Registration Number	Mark	Trademark
Inc.							
DataRobot, Inc.	Brazil	914716816	5/19/2018	4/16/2019	914716816	DataRobot	
DataRobot, Inc.	Brazil	914716832	5/19/2018	4/16/2019	914716832	DataRobot	
DataRobot, Inc.	Austria	1231491	9/12/2014	1/25/2016	1231491	DATAROBOT	
DataRobot, Inc.	Belarus	1231491	9/12/2014	7/13/2016	1231491	DATAROBOT	
DataRobot, Inc.	Canada	1693954	9/15/2014	3/28/2018	TMA993375	DataRobot	
DataRobot, Inc.	France	1231491	9/12/2014	1/11/2016	1231491	DATAROBOT	
DataRobot, Inc.	India	1231491	9/12/2014	9/9/2017	1231491	DATAROBOT	
DataRobot, Inc.	Belarus	1457034	1/24/2019	11/18/2019	1457034	DataRobot & Lock-up Logo	
DataRobot, Inc.	Canada	1941403	1/17/2019			DATAROBOT (Stylized & Robot Design)	® DataRobot
DataRobot, Inc.	Canada	1457034	1/24/2019	11/9/2019	1457034	DATAROBOT (Stylized & Robot Design)	® DataRobot
DataRobot, Inc.	India	2183707	1/24/2019	8/15/2019	2029429	DATAROBOT (Stylized & Robot Design)	® DataRobot
DataRobot, Inc.	Mexico	1457034	1/24/2019	8/26/2019	1457034	DATAROBOT (Stylized & Robot Design)	® DataRobot
DataRobot, Inc.	European Union	916576043	1/16/2019	9/3/2019	916576043	DATAROBOT (Stylized & Robot Design)	® DataRobot
DataRobot, Inc.	Brazil	916576140	1/16/2019	9/3/2019	916576140	DATAROBOT (Stylized & Robot Design)	® DataRobot
DataRobot, Inc.	Brazil	1457034	1/24/2019	12/23/2019	1997560	DATAROBOT (Stylized & Robot Design)	® DataRobot
DataRobot, Inc.	Australia						

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DataRobot, Inc.	Ukraine	1457034	1/24/2019	3/11/2020	1457034	Design) DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	Singapore	1457034	1/24/2019	12/21/2020	1457034	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	South Korea	1457034	1/24/2019	7/5/2021	1457034	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	Russian Federation	1457034	1/24/2019	9/30/2019	1457034	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	New Zealand	1457034	1/24/2019	7/30/2019	1116637	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	Mexico	2183706	1/24/2019	8/15/2019	2029428	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	Japan	1457034	1/24/2019	9/17/2020	1457034	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	United Kingdom	1457034	1/24/2019	1/24/2019	1457034	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	Madrid Protocol	1457034	1/24/2019	1/24/2019	1457034	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	United Kingdom	UK00801457034	1/24/2019	8/27/2019	UK00801457034	DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	United States of America	88/241646	12/26/2018			DATAROBOT (Stylized & Robot Design)	
DataRobot, Inc.	United States of America	97/409908	5/13/2022			DATAROBOT CORE	

Grantor	Country	Application No	Application Date	Registration Date	Registration Number	Mark	Trademark
DataRobot, Inc.	United States of America	97/409927	5/13/2022			DATAROBOT CORE (Stylized Design) & Cell	
DataRobot, Inc.	Japan	2019-129260	9/20/2019	1/8/2021	6338420	DataRobot in Japanese characters	データロボット
DataRobot, Inc.	India	5426926	4/28/2022			META LEARNING	
DataRobot, Inc.	Singapore	40202209693W	4/28/2022			META LEARNING	德塔机器人
DataRobot, Inc.	China	21157814	8/31/2016	10/28/2017	21157814	Miscellaneous Design	
DataRobot, Inc.	United States of America	87/698135	11/27/2017	1/1/2019	5645607	MLOps	
DataRobot, Inc.	United States of America	86/961257	4/1/2016	1/3/2017	5112704	PAXATA	
DataRobot, Inc.	United States of America	86/961254	4/1/2016	1/3/2017	5112703	Paxata Wave Design	
DataRobot, Inc.	United States of America	88/534015	7/24/2019	2/4/2020	5977755	ZEFF	
Algorithmia Inc.	United States of America	87066727	6/9/2016	2/14/2017	5140503	EMERGENT FUTURE	
Algorithmia Inc.	United States of America	87067447	6/10/2016	2/7/2017	5136544	Stylized A Design	