

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualtrics Labs, Inc.		05/02/2012	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Qualtrics, LLC		
Street Address:	2250 N. University Parkway, #48C		
City:	Provo		
State/Country:	UTAH		
Postal Code:	84604		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3530045	QUALTRICS	
Registration Number:	3494274	SURVEYZ!	
CORRESPONDENCE DATA			
Fax Number:	8013280537		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	801-521-3200		
Email:	bwinder@joneswaldo.com		
Correspondent Name:	Brent T. Winder		
Address Line 1:	170 South Main Street, Suite 1500		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	24607.0001		
NAME OF SUBMITTER:	Brent T. Winder		
Signature:	/Brent T. Winder/		

Date:

06/06/2012

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of May 2, 2012 (the "Effective Date") by and between Qualtrics Labs, Inc., a Utah corporation ("Assignor") and Qualtrics, LLC, and Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and together as the "Parties".

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and goodwill appurtenant thereto listed on **Schedule A** hereto and all variations thereof, whether one or more (the "Marks");

WHEREAS, on April 11, 2012, Assignee, Assignor and all of Assignor's stockholders entered into that certain Asset Contribution Agreement (the "Contribution Agreement"), pursuant to which Assignor contributed to Assignee substantially all of Assignor's assets;

WHEREAS, as contemplated by the Contribution Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Marks and all goodwill appurtenant thereto; and

WHEREAS, Assignors have agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW THEREFORE, in consideration of the foregoing Recitals, the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, Assignee's successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

2. Further Assistance. Assignor shall, upon Assignee's request and at Assignee's expense, provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the

preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Utah, without giving effect to any choice of law or conflict of law provision (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. With respect to any disputes arising out of or relating to this Agreement, the Parties consent to the exclusive jurisdiction of, and venue in, the state courts located in Salt Lake County in the State of Utah (or, in the event of exclusive federal jurisdiction, the courts of the District of Utah located in Salt Lake County in the State of Utah).

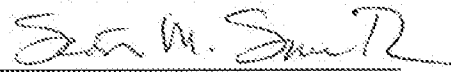
4. Counterparts. This Assignment may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR:

QUALTRICS LABS, INC.

By: 

Name: Scott Smith

Title: Co-President

ASSIGNEE:

QUALTRICS, LLC

By: 

Name: Ryan Smith

Title: Chief Executive Officer

{SIGNATURE PAGE TO Copyright License Agreement}

SCHEDULE A

THE MARKS

[See Attached]

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,530,045

Registered Nov. 11, 2008

SERVICE MARK
PRINCIPAL REGISTER

Qualtrics

QUALTRICS LABS, INC. (UTAH CORPORATION)
1361 LAKEVIEW DRIVE
PROVO, UT 84604

FOR: PROVIDING TEMPORARY USE OF NON-DOWNLOADABLE COMPUTER SOFTWARE ACCESSED VIA THE INTERNET IN THE FIELD OF RESEARCH SURVEYS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 2-18-2005; IN COMMERCE 2-18-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-304,546, FILED 10-15-2007.

STEPHANIE ALI, EXAMINING ATTORNEY

TRADEMARK
REEL: 004796 FRAME: 0538

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,494,274

Registered Aug. 26, 2008

SERVICE MARK
SUPPLEMENTAL REGISTER

SURVEYZ!

QUALTRICS LABS, INC. (UTAH CORPORATION)
1361 LAKEVIEW DRIVE
PROVO, UT 84604

FOR: PROVIDING TEMPORARY USE OF NON-DOWNLOADABLE COMPUTER SOFTWARE ACCESSED VIA THE INTERNET IN THE FIELD OF RESEARCH SURVEYS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 5-25-2004; IN COMMERCE 5-25-2004.

THE MARK CONSISTS OF THE WORD "SURVEYZ!" IN A STYLIZED FONT.

SER. NO. 77-304,548, FILED 10-15-2007.

STEPHANIE ALI, EXAMINING ATTORNEY