

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPRINKLR, INC.		05/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 23			
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:	4070682	NEWBRANDANALYTICS	
Registration Number:	3193110	PLUCK	
Registration Number:	4400607	POSTANO	
Registration Number:	3499745	SATISFACTION	
Registration Number:	4080264	SBI	
Registration Number:	4420878	SCUP	
Registration Number:	4665516	SEE WHAT EVERYONE IS TALKING ABOUT	
Registration Number:	4393432	SOCIAL@SCALE	
Registration Number:	4348222	SOCIAL BUSINESS COUNCIL	
Registration Number:	4091432	SOCIAL BUSINESS DESIGN	
Registration Number:	4239420	SOCIAL BUSINESS INDEX	
Registration Number:	4638732	SOCIAL EXPERIENCE MANAGEMENT	
Registration Number:	3793002	SPRINKLR	
Registration Number:	4031102	THE HOSTIES	

OP \$590.00 4852334

Property Type	Number	Word Mark
Serial Number:	87481011	BE UN-ENTERPRISE
Serial Number:	87399110	EXPERIENCE CLOUD
Serial Number:	87087162	MAGENTO
Serial Number:	87399105	SPRINKLR EXPERIENCE CLOUD
Serial Number:	87480995	UN-ENTERPRISE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F177194 TM
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	05/23/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of May 22, 2018, is entered into by and between **SPRINKLR, INC.**, a Delaware corporation (the “*Grantor*”) and **SILICON VALLEY BANK** (the “*Agent*”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, among the Agent, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), and pursuant to that certain Credit Agreement, dated as of the date hereof, among the Grantor, the Agent, the Lenders party thereto from time to time, and **SILICON VALLEY BANK**, as the Issuing Lender and the Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Agent a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

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 Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Agent a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “*Trademarks*” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto; and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of the Grantor’s Internet domain names existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Agent, following notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, solely to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Agent.

4. Applicable Law.

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

5. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

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

GRANTOR:

SPRINKLR, INC.

By: 

Name: CHRIS LYNCH

Title: CFO

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006335 FRAME: 0167

AGENT:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Clayton Corneles
Title: Director

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4852334	November 10, 2015	September 6, 2014	Sprinklr, Inc.	Branderati
United States	5356083	December 12, 2017	September 3, 2016	Sprinklr, Inc.	Enterprise Software for an Un-Enterprise World
United States	4715462	April 7, 2015	August 11, 2014	Sprinklr, Inc.	GetSatisfaction
United States	4463803	January 7, 2014	October 1, 2012	Sprinklr, Inc.	Little Bird
United States	4070682	December 13, 2011	May 10, 2011	Sprinklr, Inc.	NEWBRANDANALYTICS
United States	3193110	January 2, 2007	February 14, 2006	Sprinklr, Inc.	Pluck
United States	4400607	September 10, 2013	June 1, 2011	Sprinklr, Inc.	Postano
United States	3499745	September 9, 2008	May 8, 2007	Sprinklr, Inc.	SATISFACTION
United States	4080264	January 3, 2012	June 29, 2011	Sprinklr, Inc.	SBI
United States	4420878	October 22, 2013	December 4, 2012	Sprinklr, Inc.	Scup
United States	4665516	January 6, 2015	April 5, 2013	Sprinklr, Inc.	See What Everyone is Talking About
United States	4393432	August 27, 2013	May 3, 2012	Sprinklr, Inc.	Social@Scale
United States	4348222	June 4, 2013	May 26, 2011	Sprinklr, Inc.	Social Business Council
United States	4091432	January 24, 2012	September 22, 2009	Sprinklr, Inc.	Social Business Design
United States	4239420	November 6, 2012	June 29, 2011	Sprinklr, Inc.	Social Business Index
United States	4638732	November 11, 2014	February 19, 2014	Sprinklr, Inc.	Social Experience Management
United States	3793002	May 25, 2010	October 9, 2009	Sprinklr, Inc.	Sprinklr
United States	4031102	September 27, 2011	November 24, 2010	Sprinklr, Inc.	TheHosties

Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States	87/481011	June 8, 2017	Sprinklr, Inc.	Be Un-Enterprise
United States	87/399110	April 5, 2017	Sprinklr, Inc.	Experience Cloud
United States	87/087,162	June 21, 2016	Sprinklr, Inc.	Social Mirror
United States	87/399,105	April 5, 2017	Sprinklr, Inc.	Sprinklr Experience Cloud
United States	87/480,995	June 8, 2017	Sprinklr, Inc.	Un-Enterprise

Schedule B to TRADEMARK SECURITY AGREEMENT

Internet Domain Names

SPRINKLR.COM
sprinklr.ca
SPRINKLR.MX
sprinklr.co.uk
sprinklr.com.mx
sprinklr.com.pe
sprinklr.com.ve
SPRINKLR.IN
sprinklr.it
sprinklr.life
sprinklr.us
SPRINKLR.INFO
SPRINKLR.JP
SPRINKLR.NET
SPRINKLR.ORG
sprinklr.social
SPRINKLRITES.COM
sprinklr.at
sprinklr.careers
sprinklr.online
sprinklr.marketing
sprinklr.services
sprinklr.digital
sprinklr.solutions
sprinklr.university
sprinklr.legal
SPRINKLR.CO.JP
SPRINKLR.CO.JP
SPRINKLR.COM.AR
SPRINKLR.COM.EC
SPRINKLR.COM.UY
SPRINKLR.PT
SPRINKLR.COM.DE
sprinklr.de
SPRINKLR.AE
SPRINKLR.NO

SPRINKLR.UK
SPRINKLR.BE
SPRINKLR.SG
SPRINKLR.HK
SPRINKLR.VN
SPRINKLR.UK
SPRINKLR.TW
SPRINKLR.TO
SPRINKLR.RE
SPRINKLR.QA
SPRINKLR.PRO
SPRINKLR.PL
SPRINKLR.PH
SPRINKLR.PA
SPRINKLR.NE
SPRINKLR.MY
SPRINKLR.ME
SPRINKLR.LY
SPRINKLR.LU
SPRINKLR.LA
SPRINKLR.KR
SPRINKLR.IS
SPRINKLR.HR
SPRINKLR.GT
SPRINKLR.GR
SPRINKLR.EG
SPRINKLR.EE
SPRINKLR.CR
SPRINKLR.COM.UA
SPRINKLR.COM.TR
SPRINKLR.COM.HK
SPRINKLR.CO.IL
SPRINKLR.CL
SPRINKLR.CI
SPRINKLR.AI
sprinklr.com.br