

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475509

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900448660		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexosis, Inc.		04/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DataRobot, Inc.		
Street Address:	One International Place, 5th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4960179	NEXOSIS	
Registration Number:	4960180		
Registration Number:	4960181	AXON	
CORRESPONDENCE DATA			
Fax Number:	212898340		
<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:	212-603-6488		
Email:	taneishaclarke@dwt.com		
Correspondent Name:	Taneisha Clarke		
Address Line 1:	1251 Avenue of the Americas, 21st Floor		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	0097761-07		
NAME OF SUBMITTER:	Taneisha Clarke		
SIGNATURE:	/taneisha clarke/		
DATE SIGNED:	05/25/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), dated April 23, 2018, is entered into by and between Nexosis, Inc., a Delaware corporation (“**Seller**”) and DataRobot, Inc., a Delaware corporation (“**Buyer**,” and together with Seller, the “**Parties**”). Capitalized terms not otherwise defined herein will have the respective meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, one or more certain trademarks are used in connection with the Business as defined in the Asset Purchase Agreement dated as of the date hereof, by and among Buyer, Seller, and other party thereto (the “**Purchase Agreement**”), including the trademarks, trademark applications and registrations listed in the attached Schedule A (collectively, the “**Trademarks**”).

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to transfer and assign, all its right, title and interest in and to the Trademarks to Buyer.

WHEREAS, Buyer desires to acquire, and Seller desires to assign and transfer, pursuant to the Purchase Agreement, the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby assigns to Buyer all of Seller’s right, title and interest in and to the Trademarks, together with Seller’s goodwill associated with such Trademarks.
2. Buyer hereby accepts the assignment in Section 1 hereof and, from and after the date hereof, will assume, perform, and discharge all liabilities and obligations of Seller relating to such Trademarks that accrue after the Closing.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws principles thereof.
4. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.
5. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.
6. This Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns in accordance with the Asset Purchase Agreement. Neither of the Parties hereto intends that this Assignment shall benefit or be enforceable by any person other than the Parties hereto and their respective successors and permitted assigns.

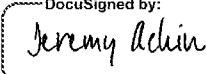
7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the date first written above.

BUYER

DATAROBOT, INC.

DocuSigned by:

By: _____
Name: Jeremy Achin
Title: President and CEO

SELLER

NEXOSIS, INC.

By: _____
Name: Ryan Sevey
Title: President and CEO

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on the date first written above.

BUYER

DATAROBOT, INC.

By: _____

Name: Jeremy Achin

Title: President and CEO

SELLER

NEXOSIS, INC.

By: _____


DocuSigned by:
Ryan Sevey

Name: Ryan Sevey

Title: President and CEO

SCHEDULE A TO TRADEMARK ASSIGNMENT

TRADEMARKS

Mark and File No.	Serial No. Filing Date	Class No(s).	Goods/Services Registration	Registration No.	Renewal Date
NEXOSIS	86/774,012 09/30/2015	42	Consulting services in the field of the design of computer software; design, development, installation and maintenance of computer software; consulting services in the field of the design of computer software for warehouse management, supply chain management, logistics and cybersecurity; design, development, installation and maintenance of computer software for warehouse management, supply chain management.	4,960,179 05/17/2016	05/17/2026
	86/774,020 09/30/2015	42	Consulting services in the field of the design of computer software; design, development, installation and maintenance of computer software; consulting services in the field of the design of computer software for warehouse management, supply chain management, logistics and cybersecurity; design, development, installation and maintenance of computer software for warehouse management, supply chain management, <i>logistics and cybersecurity.</i>	4,960,180 05/17/2016	05/17/2026
AXON	86/774,027 09/30/2015	42	Consulting services in the field of the design of computer software; design, development, installation and maintenance of computer software; consulting services in the field of the design of computer software for warehouse management, supply chain management, logistics and cybersecurity; design, development, installation and maintenance of computer software for warehouse management, supply chain management,	4,960,181 05/17/2016	05/17/2026