

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6728968

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MEDALLIA DIGITAL LTD.	09/26/2018
RECEIVING PARTY DATA		
Name:	MEDALLIA, INC.	
Street Address:	450 CONCAR DRIVE	
City:	SAN MATEO	
State/Country:	CALIFORNIA	
Postal Code:	94402	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8886552
CORRESPONDENCE DATA		
Fax Number:	(650)461-4433	
<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:	6504614433	
Email:	svdocketing@rimonlaw.com	
Correspondent Name:	RIMON, P.C.	
Address Line 1:	2445 FABER PLACE	
Address Line 2:	SUITE 250	
Address Line 4:	PALO ALTO, CALIFORNIA 94303	
NAME OF SUBMITTER:	SHANNON WARREN	
SIGNATURE:	/Shannon Warren/	
DATE SIGNED:	05/25/2021	
Total Attachments: 3		
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Intellectual Property Assignment Agreement

Between

Medallia Digital Ltd. and Medallia, Inc.

This Assignment Agreement is made and entered into effective as of September 30, 2018 (the “Effective Date”) by and between:

Medallia Digital Ltd., (f/k/a Kampyle Ltd.) a company duly and validly organized under the laws of Israel, company registration no. 51396285-2 with its principal place of business at 7 Jabotinsky St., Floor 48, Ramat Gan 5252007 Israel (“Digital”), and

Medallia, Inc., a company organized and existing under the laws of the State of Delaware, with its principal place of business located at 450 Concar Drive, San Mateo, CA 94402, (“Medallia”).

Medallia and Digital are collectively referred to as the “Parties” and individually referred to as “Party”.

RECITALS

WHEREAS, Medallia and Digital are part of the Medallia group of affiliated companies,

Whereas, Digital desires to assign and transfer all its right, title, benefit and interest in and to its Intellectual Property (as defined below) to Medallia, and

Whereas, Medallia desires to receive and accept from Digital all its right, title, benefit and interest to its Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **Definitions.**

“Intellectual Property” means any intellectual property or proprietary rights, which are owned or licensed including but not limited to any and all inventions, processes, test procedures, reproduction procedures, techniques, methodologies, software, data, works of authorship, copyright rights (including rights in audiovisual works), moral rights, patent rights (including patent applications and

disclosures), rights of priority, mask work rights, trademarks, trade names and trade secrets, know-how, database rights and other proprietary rights, and all registrations and applications, recognized in any country or jurisdiction in the world.

2. Assignment and Transfer. Digital hereby assigns and transfers to Medallia, and Medallia hereby receives and accepts from Digital, all of Digital's right, title, benefit and interest in and to Digital's Intellectual Property and Medallia accepts such assignment and transfer.
3. Purchase Price. Subject to the terms and conditions hereof, as full and complete consideration for the assignment and transfer of the Intellectual Property, Digital and Medallia mutually agree to an arm's length consideration based on and in accordance with the valuation and transfer pricing report [REDACTED]
[REDACTED]
[REDACTED]
4. Independent Contractors. In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the Parties are, and shall remain, independent contractors. Nothing in this Agreement shall be construed (i) to constitute the Parties as principal and agent, partners, joint venturers, or otherwise as participants in a joint undertaking, or (ii) to authorize either Party to enter into any contract or other binding obligation on the part of the other Party hereto, and neither Party shall represent to any other person, firm, corporation or other entity that it is authorized to enter into any such contract or other obligation on behalf of the other Party hereto.
5. Notices. All notices, reports and other communications between the Parties shall be sent by registered mail, by overnight commercial courier, by personal delivery, by postage prepaid and return receipt requested, by electronic mail or by facsimile. Each such notice, report, or other communication shall be effective upon receipt by the sender of confirmation of the delivery, or where no such confirmation is possible, when received.
6. Choice of Law. This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California, excluding its rules on conflicts of laws.
7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to a final judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. In the event of such partial invalidity, the Parties shall seek in good faith to agree on replacing any such legally invalid provision with a provision which, in effect, will most nearly and fairly approach the effect of the invalid provision.
9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, understandings and communications between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to enter into effect as of the Effective Date hereof, by causing this Agreement to be executed by their respective duly authorized representatives.

Medallia Digital Ltd.

By: DocuSigned by:
Alan Grebene
AB3247B71265434

Its: Director

Date: 9/26/2018

Medallia, Inc.

By: DocuSigned by:
Alan Grebene
AB3247B71265434

Its: VP and General Counsel

Date: 9/26/2018