

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
PRWeb International, Inc.		08/04/2006	CORPORATION: WASHINGTON
PRWeb, LLC		08/04/2006	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Vocus PRW Holdings LLC		
Street Address:	4296 Forbes Boulevard		
City:	Lanham		
State/Country:	MARYLAND		
Postal Code:	20706		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3059865	PRWEB	
CORRESPONDENCE DATA			
Fax Number:	(703)749-1301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 749-1300		
Email:	wadykas@gtlaw.com		
Correspondent Name:	Steven J. Wadyka, Jr.		
Address Line 1:	1750 Tysons Boulevard		
Address Line 2:	Suite 1200		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	041832.012300		
NAME OF SUBMITTER:	Steven J. Wadyka, Jr.		
Signature:	/steven j. wadyka, jr./		

CH \$40.00 3059865

Date:

01/22/2007

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), dated as of August 4, 2006, is by and between Vocus PRW Holdings LLC, a Maryland limited liability company ("Buyer"), PRWeb International, Inc., a Washington corporation (the "Company"), and PRWeb, LLC, a Washington limited liability company ("PRWLLC," and together with the Company, the "Seller").

Whereas, Buyer and Seller have concurrently herewith consummated the purchase by Buyer of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement"), by and among Buyer, Seller, David McInnis and Vocus, Inc., a Delaware corporation;

Whereas, the Seller is the owner of the Copyrights (as defined below), Patents (as defined below) and Trademarks (as defined below); and

Whereas, pursuant to the Asset Purchase Agreement, Seller is transferring to Buyer the Purchased Assets, including the Copyrights, Patents and Trademarks.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings given to them in the Asset Purchase Agreement. As used herein, the following terms shall have the following meanings:

"Copyrights" means all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, whether now owned or hereafter acquired by the Seller, including each Copyright identified on Schedule A hereto.

"Patents" means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world, whether now owned or hereafter acquired by the Seller, including each Patent identified on Schedule B hereto.

"Trademarks" means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing

thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark, whether now owned or hereafter acquired by the Seller, including each Trademark identified on Schedule C hereto, but excluding those Marks included in the Excluded Assets.

2. Assignment. The Seller, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers and contributes to Buyer all of its right, title, and interest in and to the Copyrights, Patents and Trademarks including, without limitation the right to reproduce, prepare derivative works based upon any such Copyrights and Trademarks, distribute by sale, by rental, by lease or by lending or by other transfer of ownership; to perform publicly; and to display each of the Copyrights, Patents and Trademarks, in any form, media, or technology now known or later developed for the full term of any proprietary rights that may exist in such Copyrights, Patents and Trademarks. Seller agrees that no rights in the Copyrights, Patents and Trademarks are retained by Seller, other than those Marks included in the Excluded Assets.

3. Purchase Agreement. This Agreement is subject to all of the terms and conditions set forth in the Asset Purchase Agreement and nothing herein shall be deemed to modify, diminish or extinguish the representations, warranties, covenants and obligations of the parties under the Asset Purchase Agreement.

4. Further Assurances. Seller and Buyer hereby covenant and agree to take such further actions, and to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further assignments, transfers, assurances and instruments, as each party may reasonably request in order to obtain the full benefit of this Agreement and the Asset Purchase Agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

In Witness Whereof, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

BUYER:

Vocus PRW Holdings LLC, a Maryland limited liability company

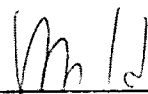
By: _____

Name: Steve Vintz

Title: Chief Financial Officer of Vocus,
Inc., its sole Member

SELLER:

PRWeb International, Inc., a Washington corporation

By:  _____

Name: David McInnis

Title: Chief Executive Officer

PRWeb, LLC, a Washington limited liability company

By:  _____

Name: David McInnis

Title: Manager

In Witness Whereof, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed as of the date first written above.

BUYER:

Vocus PRW Holdings LLC, a Maryland limited liability company

By: _____

Name: Steve Vintz

Title: Chief Financial Officer of Vocus, Inc., its sole Member

SELLER:

PRWeb International, Inc., a Washington corporation

By: _____

Name: David McInnis

Title: Chief Executive Officer

PRWeb, LLC, a Washington limited liability company

By: _____

Name: David McInnis

Title: Manager

SCHEDULE A

Copyrights

SCHEDULE B

Patents

SCHEDULE C

Trademarks

SCHEDULE 3.17

INTELLECTUAL PROPERTY

Schedule 3.17(a)

Owned Intellectual Property Rights

1. "Press Release Distribution Service" evidenced by that certain Provisional Application for Patent dated February 16, 2006.
2. The following names: "PRWeb," "eMediaWire," "WunZhang," "AmbosMedios," "PRWebDirect," "RSSPAD," "NewsPAD," "301url," "PRWebPhotowire," "PRWebPodcast," "PRWebTV," and "EyeCaster."
3. The following domain name registrations: www.prweb.com, www.emediawire.com, www.wunzhang.com, www.ambosmedios.com, www.prwebdirect.com., www.rsspad.com, www.newspad.com, www.301url.com, www.prwebphotowire.com, www.prwebpodcast.com, www.prweb.tv, and eyecaster.prweb.com.
4. The service mark "PRWEB," registration date February 21, 2006, registration number 3059865.
5. PRWeb.com
 - Code to process, hold (queues), score, and manage releases.
 - Code for Management Console – clients to manage. Supply, modify and enhance supplied content.
 - Code to present, distribute, categorize and provide releases in various formats both internally and publicly. PDF, RSS (formats/javascript) feeds, file attachments, thumbnails, news images.
 - SEO Wizard – pattern and density analyzer.
 - Quotables – pattern matcher for finding and displaying quotes.
 - ActivateLinks – pattern matcher for finding and modifying email addresses and hyperlinks.
 - ViewNews – Image presenter.
 - URL keywords – gather and display keywords in url.
 - PRWeb tagging generation and clouds.
 - PR Web Release Tags – Technorati
 - Ebook digests by category – dynamic category pdf generator
 - Ebook group digest wizard - creating customizable press release digests
 - Process of managing, allowing, presenting and preventing spam of trackbacks (provisional patent filed)
 - Database and data collections