

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
North Venture Partners, LLC		02/24/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Vocus, Inc.		
Street Address:	4296 Forbes Boulevard		
City:	Lanham		
State/Country:	MARYLAND		
Postal Code:	20706		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85207163	NORTH SOCIAL	
CORRESPONDENCE DATA			
Fax Number:	(301)576-5570		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	30168369001		
Email:	kscott@vocus.com		
Correspondent Name:	Kristie Scott		
Address Line 1:	4296 Forbes Boulevard		
Address Line 4:	Lanham, MARYLAND 20706		
NAME OF SUBMITTER:	Kristie Scott		
Signature:	/Kristie Scott/		
Date:	03/24/2011		

OP \$40.00 85207163

Total Attachments: 6
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement (this "Agreement") is entered into as of February 24, 2011 (the "Effective Date") by and among North Venture Partners, LLC, a California limited liability company (the "Company"), and Alex Bernstein and David Brody ("Members" and together with the Company, the "Assignors"), and North Social Apps LLC, a California limited liability company (the "Assignee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignors and Assignee are parties to an Asset Purchase Agreement, entered into as of February 24, 2011 (as amended, restated or otherwise modified from time to time, the "Asset Purchase Agreement"), pursuant to which, among other things, the Assignors have agreed to sell, convey, assign, transfer and deliver to Vocus, Inc., a Delaware corporation ("Vocus"), and Vocus has agreed to purchase, accept and take from the Assignors, the Purchased Assets, as more fully set forth and described in the Asset Purchase Agreement;

WHEREAS, pursuant to an Assignment Agreement, dated as of even date herewith, between Vocus and the Assignee, Vocus has agreed to assign all of its rights (but not its obligations) under the Asset Purchase Agreement to the Assignee; and

WHEREAS, this Intellectual Property Assignments are to be delivered pursuant to Section 1.09(a) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the transactions pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignors do hereby sell, assign, transfer and set over to the Assignee and its successors and assigns the entire right, title, and interest, throughout the world, in and to the Intellectual Property Rights, including but not limited to such Intellectual Property Rights listed on Exhibit A hereto, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, the right to sue for and collect damages for any and all past, present and future copyright infringement, trademark infringement, patent infringement or any other form of infringement or misuse of the Intellectual Property Rights.

2. The Assignors and the Assignee hereby acknowledge that this Agreement is subject to all representations, warranties, covenant and agreements in the Asset Purchase Agreement and does not extend upon or limit the rights and obligations therein provided. To the extent any term or provision of this Agreement conflicts with or is inconsistent with any term or provision of the Asset Purchase Agreement, the term or provision of the Asset Purchase Agreement shall control.

3. The Assignors covenant and agree that each of them will sign all lawful papers, make all rightful declarations and oaths, and generally do what is reasonably necessary to enable the Assignee, its successors, legal representatives and assigns, upon their reasonable request, to obtain all right, title and interest in the Intellectual Property Rights, to record and enforce this Assignment and properly protect and enforce the Intellectual Property Rights.

4. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of California, without regard to its conflicts of laws.

5. Assignors authorize and request the Commissioner of Patents and Trademarks to record Assignee as owner of the Intellectual Property Rights, as applicable, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

6. This Assignment may be signed and delivered, by facsimile, PDF or otherwise, in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the same agreement. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Rights as of the Effective Date.

ASSIGNEE:

NORTH SOCIAL APPS LLC,
a California limited liability company

By: Vocus, Inc., its sole member

By: _____
Name: _____
Title: _____
Stephen A. Vintz
EVP and CFO

ASSIGNORS:

NORTH VENTURE PARTNERS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ALEX BERNSTEIN

DAVID BRODY

[Signature Page to Assignment of Intellectual Property Rights]

EXHIBIT A

INTELLECTUAL PROPERTY RIGHTS

1. 18 Facebook Applications that enable users to install tabs onto Facebook Fan pages and places pages (not personal pages or group pages). (See chart below for the current app list.). Seller is currently experiencing some technical issues with the Yelp Reviews app. This app will be replaced with several new apps which are scheduled for Q1 development.

North Social Facebook Application List:

1. First Impression
 2. Photo Showcase
 3. Video Channel
 4. Video Premier
 5. Map It
 6. Sweepstakes
 7. Volunteer
 8. Donate
 9. Show & Sell
 10. Viral Wave Generator
 11. Exclusive
 12. Deal Share
 13. Document Display
 14. Twitter
 15. Sign Up
 16. Partner Page Promotion
 17. Fan Offer
 18. RSS Feed
2. North Contact, a website and a rebranded white-label version of the Campaign Monitor email marketing software platform to provide content capture forms for North Social applications.
 3. Support website www.northsocial.zendesk.com which provides a platform for ongoing customer support and our knowledge base of tips and tricks.
 4. The North Blog which is a user facing marketing component of the Business located at www.thenorthblog.com.
 5. All web properties, Facebook pages, social media profiles, and website assets used to market and sell the applications located at www.northsocial.com, www.customfacebookpage.com, www.twitter.com/northsocial, www.twitter.com/northsweet, www.thenorthblog.com, www.northcontact.com, and www.facebook.com/northsocial
 6. North Social trademark application as provided.
 7. Open source licenses for Linux, Apache Web Server, Mysql, and PHP, and website domain registrations.

8. Open source access to various API's including Facebook, YouTube, Google Maps, Scribd, Campaign Monitor, and others.

9. Web domains owned and used for operating the Business:

www.northsocial.com, www.customfacebookpage.com,
www.customfacebookapplications.com, www.yourfacebookpagesucks.com,
www.facebookpageforartists.com, www.facebookpageforbusiness.com,
www.facebookpageforhotels.com, www.facebookpageformarketing.com,
www.facebookpageformanprofits.com, www.facebookpageforpolitics.com,
www.facebookpageforpromotions.com, www.facebookpageforpublicrelations.com,
www.facebookpageforrealtors.com, www.facebookpageforrestaurants.com,
www.facebookpageforretailers.com, www.facebookpageforsmallbusiness.com,
www.facebookpageforsweepstakes.com, www.facebookpageforuniversities.com,
www.facebookpageforviralmarketing.com.

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