

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roost Inc.		12/14/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VerticalResponse, Inc.		
<b>Street Address:</b>	50 Beale Street, 10th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3624592	ROOST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4153939887		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	Philip R. Zender		
<b>Email:</b>	trademark@squiresanders.com		
<b>Correspondent Name:</b>	Squire Sanders (US) LLP		
<b>Address Line 1:</b>	275 Battery Street, Suite 2600		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	064459.00029		
<b>NAME OF SUBMITTER:</b>	Philip R. Zender		
<b>Signature:</b>	/philip r. zender/		
<b>Date:</b>	05/17/2013		

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Total Attachments: 4

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into on December 14, 2011 (the "Effective Date") by and between Roost Inc., a Delaware corporation ("Assignor"), and VerticalResponse, Inc., a Delaware corporation ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor is the owner of certain intellectual property listed in Exhibit A; and

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to the specific intellectual property set forth in Exhibit A, along with any and all goodwill relating thereto (the "IP").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment**. As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees, absolutely and in perpetuity, Assignor's entire right, title, and interest worldwide in and to the IP, including all goodwill associated with any trademarks assigned hereunder, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.
2. **Further Assurances**. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement.
3. **Appointment**. In the event that Assignee is unable, for any reason whatsoever, to secure the signature of the Assignor to any document needed to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the IP, the Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact to act for and on its behalf, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by the Assignor.
4. **Governing Law**. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.
5. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument.
6. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby and thereby, and supersedes all previous written, oral or implied understandings between them with respect to such matters.

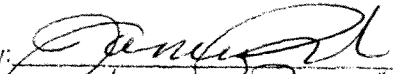
7. **Assignment.** Assignee shall be entitled to assign, transfer, or delegate, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement and any of its rights or obligations of this Agreement.


*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

VERTICALRESPONSE, INC.,  
a Delaware corporation

ROOST INC.,  
a Delaware corporation

By:   
Name: Janine Papick  
Its: CEO

By:   
Name: Alex Chang  
Its: CEO

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

**TRADEMARKS**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG./SER. NUMBER</b>
ROOST, INC.	US	3624592

**PATENTS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>PATENT/SER. NUMBER</b>

**COPYRIGHTS**

<b>WORK</b>	<b>COUNTRY</b>	<b>REG. NUMBER</b>