

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visible Technologies, Inc.		09/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vocus, Inc.		
Street Address:	12051 Indian Creek Ct.		
City:	Beltsville		
State/Country:	MARYLAND		
Postal Code:	20705		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3816570	TRUREPUTATION	
Registration Number:	4069575	VISIBLE	
Registration Number:	4061029	VISIBLE INTELLIGENCE	
Registration Number:	4069576	VISIBLE TECHNOLOGIES	
Registration Number:	3424364	VISIBLE TECHNOLOGIES	
Serial Number:	86269180	VISIBLE	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	216-861-7864		
Email:	clevelandip@bakerlaw.com		
Correspondent Name:	Deborah A. Wilcox, Baker & Hostetler LLP		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	093524.000001		
NAME OF SUBMITTER:	Deborah A. Wilcox		
SIGNATURE:	/DAW/		
DATE SIGNED:	09/30/2014		

CH \$165.00 3816570

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of September 12, 2014, is made by Visible Technologies, Inc., a Delaware corporation (the “**Seller**”), in favor of Vocus, Inc., a Delaware corporation (the “**Buyer**”), the purchaser of certain assets of the Seller pursuant to an Asset Purchase Agreement between the Buyer and the Seller dated as of the date hereof (the “**Asset Purchase Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred and assigned to the Buyer, among other assets, all of the Seller’s Intellectual Property, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on **Schedule 2** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth on **Schedule 3** hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by the Buyer. The Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar

items, to ensure that the Assigned IP is properly assigned to the Buyer, or any assignee or successor there-to.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

Visible Technologies, Inc.

By: Richard A. Pasewark

Name: RICHARD A. PASEWARK

Title: CEO

AGREED TO AND ACCEPTED:

BUYER:

Vocus, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

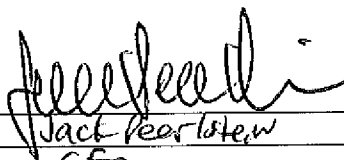
Visible Technologies, Inc.

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

BUYER:

Vocus, Inc.

By:  _____
Name: Jack Pearlstein
Title: CFO

Schedule 1

Assigned Patents and Patent Applications

Family 100										
Patent Application Name	FP Matter No.	Type	Patent App. No.	Filing Date	Country	Family	Patent No.	Issue Date	Status	Assignment (Reel/Frame)
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT	206253-1005	ORD	11745390	07-May-2007	US	100	7720835	18-May-2010	Granted	Assigned to Visible on 09/05/07 (019786/0793) Encumbered by Security Agreement to Bridge Bank recorded on 2/20/13 (029840/0238)
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT	206253-1028	PCT	2007257092	07-May-2007	Australia (AU)	100	2007257092	24-May-2012	Granted	Applicant is Visible
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT	206253-1027	PCT	07811870.0	07-May-2007	Europe (EP)	100			Published I3-Dec-07 2024814 & WO 2007/131213	Applicant is Visible
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT	206253-1029	PCT	2690889	07-May-2007	Canada (CA)	100			Published WO 2007/131213	Applicant is Visible

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REEL: 005371 FRAME: 0377

Family 101

Patent Application Name	FP Matter No.	Type	Patent App. No.	Filing Date	Country	Family	Patent No.	Issue Date	Status	Assignment (Reel/Frame)
CONSUMER-GENERATED MEDIA INFLUENCE AND SENTIMENT DETERMINATION	206253-1035	CON	13596897	28-Aug-2012	US	101			Published 20-Dec-12 2012/0324363	No assignment recorded for THIS application, but: <ul style="list-style-type: none"> is a CONT of 12/192919, which was assigned 05/10/10 (024362/0254); is a CIP of 7,720,835 which was assigned 09/05/07 (019786/0793) Encumbered by Security Agreement to Bridge Bank recorded on 2/20/13 (029840/0238)

Family 102

Patent Application Name	FP Matter No.	Type	Patent App. No.	Filing Date	Country	Family	Patent No.	Issue Date	Status	Assignment (Reel/Frame)
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT	206253-1034	CON	13491933	08-Jun-2012	US	102			Published 6-Jun-13 2013/0145323	No assignment recorded for THIS application, but: <ul style="list-style-type: none"> is a CONT of 12/251370 which was assigned 01/07/10 (023748/0504); is a CIP of 12/192919, which was assigned 05/10/10 (024362/0254); is a CIP of 7,720,835 which was assigned 09/05/07 (019786/0793)

Family 103

Patent Application Name	FP Matter No.	Type	Patent App. No.	Filing Date	Country	Family	Patent No.	Issue Date	Status	Assignment (Reel/Frame)
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT	206253-1018	CIP	12580667	16-Oct-2009	US	103			Published 28-Oct-10 2010/0275128	Assigned to Visible 05/04/10 (024330/0662) Encumbered by Security Agreement to Bridge Bank recorded on 2/20/13 (029840/0238)

Family 104

DYNAMIC GATHERING OF SOCIAL MEDIA CONTENT	206253-1020	ORD	12876087	03-Sep-2010	US	104			Abandoned	Assigned to Visible 10/12/11 (027052/0858)
DYNAMIC GATHERING OF SOCIAL MEDIA CONTENT	206253-1039	CON	14015617	30-Aug-2013	US	104			Pending	No assignment recorded for THIS application, but: <ul style="list-style-type: none"> ▪ is a CONT of 12/876087 which was assigned 10/12/11 (027052/0858)

TRADEMARK

REEL: 005371 FRAME: 0379

Family 105

Patent Application Name	FP Matter No.	Type	Patent App. No.	Filing Date	Country	Family	Patent No.	Issue Date	Status	Assignment (Reel/Frame)
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT	206253-1022	ORD	13230825	12-Sep-2011	US	105			Published 12-Jul-12 2012/0179752	Assigned to Visible 10/12/11 (027052/0858) Encumbered by Security Agreement to Bridge Bank recorded on 2/20/13 (029840/0238)
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT (JP)	206253-1036	PCT	2013528379	12-Sep-2011	Japan (JP)	105			Published 05-Dec-13 2013543610	Applicant is Visible
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT (EU)	206253-1037	PCT	11824251.0	12-Sep-2011	Europe (EU)	105			Published 2614484	Applicant is Visible
SYSTEMS AND METHODS FOR CONSUMER-GENERATED MEDIA REPUTATION MANAGEMENT (AU)	206253-1038	PCT	2011298991	12-Sep-2011	Australia (AU)	105			Pending	Applicant is Visible



Schedule 2

Assigned Trademarks Registrations and Trademark Applications

Trademark	Goods (Class)	Filing Date Reg. Date	Status
<p>TRUREPUTATION UNITED STATES App. No. 77752346 Reg. No. 3816570</p>	<p><u>Class 35</u>: Online media monitoring services using computer software to automatically monitor internet websites, consumer transactions, consumer generated media, blogs, advertising and news of third parties for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes</p>	<p>6/4/09 7/13/10</p>	<p>Registered 7/13/10. Affidavit of Use due 7/13/16</p>
<p>VISIBLE United States Reg. No. 4069575</p>	<p><u>Class 35</u>: Online media monitoring services using computer software to automatically monitor internet websites, consumer transactions, consumer generated media, blogs, advertising and news of third parties for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes</p>	<p>10/14/10 12/13/11</p>	<p>Registered Affidavit of Use due 12/13/17.</p>
<p>VISIBLE INTELLI- GENCE UNITED STATES Reg. No. 4061029</p>	<p><u>Class 35</u>: Online media monitoring services using computer software to automatically monitor internet websites, consumer transactions, consumer generated media, blogs, advertising and news of third parties for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes <u>Class 42</u>: Providing temporary use of non-downloadable software for use in monitoring consumer transactions, blogs, commercial information and news of third parties through audio, video, digital and on-line medium</p>	<p>7/21/10 11/22/11</p>	<p>Registered. Affidavit of Use due 11/22/17.</p>

Trademark	Goods (Class)	Filing Date Reg. Date	Status
<p>VISIBLE INTELLIGENCE International Registration Covering Australia, Euro- pean Community and Ja- pan Reg. No. 1066855</p>	<p>Class 35: Advertising and advertisement services; Advertising and publicity ser- vices, namely, promoting the goods, services, brand identity and commercial information and news of third parties through print, audio, video, digital and on- line medium; Advertising by transmission of on-line publicity for third parties through electronic communications networks; Advertising services, namely, cre- ating and promoting corporate and brand identity for others; Advertising, includ- ing promotion relating to the sale of articles and services for third parties by the transmission of advertising material and the dissemination of advertising mes- sages on computer networks; Online advertising on computer communication networks; On-line advertising and marketing services; Dissemination of online targeted advertisements; Dissemination of online targeted advertisements based on media content.</p> <p>Class 42: Providing temporary use of non-downloadable software for use in monitoring consumer transactions, blogs, commercial information and news of third parties through audio, video, digital and on-line medium</p>	<p>1/21/2011</p>	<p><u>Renewal due 1/21/21</u> <u>Registered in Austral-</u> <u>ia.</u> <u>Registered in Japan.</u> <u>Registered in Europe-</u> <u>an Community.</u></p>
<p>VISIBLE TECHNOLO- GIES UNITED STATES App. No. 4069576</p>	<p>Class 35: Online media monitoring services using computer software to automati- cally monitor internet websites, consumer transactions, consumer generated me- dia, blogs, advertising and news of third parties for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes</p>	<p>10-14-10 12/13/11</p>	<p>Registered. Affidavit of Use due 12/13/17.</p>

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Trademark	Goods (Class)	Filing Date Reg. Date	Status
<p>VISIBLE TECHNOLOGIES & Design UNITED STATES Reg. No. 3424364</p> 	<p>Class 35: Online business consulting in the field of brand management, namely, online promotion and marketing services and of businesses through the internet</p>	<p>1/18/06 5/6/08</p>	<p><u>LAPSED - MARK NO LONGER IN USE</u> <u>Registered 5/6/08</u></p>
<p>VISIBLE & Design UNITED STATES App. No. 86269180</p> 	<p>Class 35: Online media monitoring services using computer software to automatically monitor internet websites and online publications for customer-specified topics and to capture relevant content on those topics, and providing documentation and analysis of that online content to others for business purposes</p>	<p>5/1/14</p>	<p><u>Pending - recently filed</u></p>

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Schedule 3

Assigned Copyrights Registrations and Applications

	Full Title	Copyright No.	Date
1.	Enterprise online communication management	TXu001300202	2006
2.	Enterprise online communication management. TXu-1-300-202.	V3592B859	2010
3.	Enterprise online communication management. TXu-1300202.	V3627D329	2013