

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Viralheat, Inc.		03/20/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vocus NM LLC		
<b>Street Address:</b>	12051 Indian Creek Ct.		
<b>City:</b>	Beltsville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20705		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4202433	HUMAN INTENT	
<b>Registration Number:</b>	4135477	VIRALHEAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	216-861-7864		
<b>Email:</b>	dwilcox@bakerlaw.com		
<b>Correspondent Name:</b>	Deborah A. Wilcox		
<b>Address Line 1:</b>	1900 East 9th Street		
<b>Address Line 2:</b>	Suite 3200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	093524.000003		
<b>NAME OF SUBMITTER:</b>	Deborah A. Wilcox		
<b>SIGNATURE:</b>	/daw/		
<b>DATE SIGNED:</b>	03/25/2015		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 20, 2015, is made by Viralheat, Inc., a Delaware corporation (the “**Seller**”), in favor of Vocus NM LLC, a Maryland limited liability company (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 “**Purchase Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, under the terms of the 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 Purchase Agreement, the payment of the consideration stipulated in the 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 reasonably requested by the Buyer 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 thereto.

3. Terms of the Purchase Agreement. The terms of the 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 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 Purchase Agreement and the terms hereof, the terms of the 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.

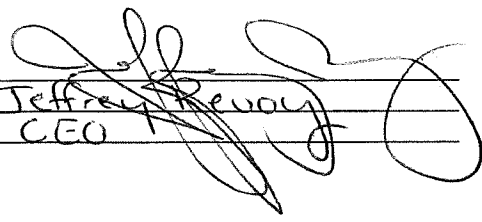
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of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

**Viralheat, Inc.**

By:   
Name: Jeffrey Revoy  
Title: CEO

**AGREED TO AND ACCEPTED:**

**BUYER:**

**Vocus NM LLC**

By: Vocus, Inc.  
Its: Managing Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**SELLER:**

**Viralheat, Inc.**

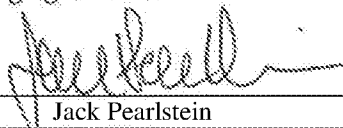
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREED TO AND ACCEPTED:**

**BUYER:**

**Vocus NMLLC**

By: Vocus, Inc.  
Its: Managing Member

By:   
Name: Jack Pearlstein  
Title: CFO

## Schedule 1

### Assigned Patents and Patent Applications

AppNumber	FilDate	App Title	PatNumber	IssDate	Status	Country
14/138,718	12/23/2013	DISCERNING HUMAN INTENT BASED ON USER-GENERATED METADATA			Published	US
61/369,699	7/31/2010	DISCERNING HUMAN INTENT BASED ON USER-GENERATED METADATA			Expired	US
12/889,267	9/23/2010	DISCERNING HUMAN INTENT BASED ON USER-GENERATED METADATA	8,635,227	1/21/2014	Granted	US
14/138,731	12/23/2013	DETERMINING DEMOGRAPHICS BASED ON USER INTERACTION			Published	US
12/955,899	11/29/2010	DETERMINING DEMOGRAPHICS BASED ON USER INTERACTION	8,631,122	1/14/2014	Granted	US
61/792,586	3/15/2013	PROCESSING FULL-TEXT DATA STREAMS USING CONTINUOUS QUERIES IN A DATA STREAM			ConvertedNP	US
14/189,863	2/25/2014	PROCESSING UNSTRUCTURED DATA STREAMS USING CONTINUOUS QUERIES			Published	US

Note: In certain recorded cover sheets "Viralheat, Inc." was misspelled as "Viral Heat, Inc."

**Schedule 2**

**Assigned Trademarks Registrations and Trademark Applications**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
85530277	4202433	HUMAN INTENT
85416965	4135477	VIRALHEAT



**Schedule 3**

**Assigned Copyrights Registrations and Applications**

None