3H \$65.00 42024

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM338614

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vocus NM LLC		04/16/2015	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC	
Street Address:	520 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4202433	HUMAN INTENT
Registration Number:	4135477	VIRALHEAT

CORRESPONDENCE DATA

Fax Number: 6502138158

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.

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara
Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1155735-0079
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	04/17/2015

Total Attachments: 6

source=Vocus - Viralheat Trademark Security Agreement (1L) [executed]#page1.tif source=Vocus - Viralheat Trademark Security Agreement (1L) [executed]#page2.tif source=Vocus - Viralheat Trademark Security Agreement (1L) [executed]#page3.tif

TRADEMARK REEL: 005500 FRAME: 0001

900322025

source=Vocus - Viralheat Trademark Security Agreement (1L) [executed]#page4.tif source=Vocus - Viralheat Trademark Security Agreement (1L) [executed]#page5.tif source=Vocus - Viralheat Trademark Security Agreement (1L) [executed]#page6.tif

Execution Version

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which

are hereby acknowledged, Vocus NM LLC, a Maryland limited liability company with principal offices at

12051 Indian Creek Court Beltsville, MD 20705 (the "Grantor"), hereby grants to Jefferies Finance LLC,

as Collateral Agent, with principal offices at 520 Madison Avenue, New York, New York, 10022 (the

"Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under

the United States trademarks, service marks, slogans, logos, trade dress, and trade names, whether

registered or unregistered, owned or assigned to such Grantor, and all trademark registrations and

trademark applications (the "Marks"), including as set forth on Schedule A attached hereto, (ii) all

Proceeds (as such term is defined in the Security Agreement referred to below) and products of the

Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of

action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition

regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed

granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below),

including any intent-to-use trademark application prior to the filing and acceptance of a "Statement of

Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the

period, if any, in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark application under applicable federal law.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this

"Grant") is made to secure the payment of all the Obligations of the Grantor, as such term is defined in

the First Lien Security Agreement among the Grantor, the other grantors from time to time party thereto

and the Grantee, dated as of May 30, 2014 (as amended, modified, restated and/or supplemented from

time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the

Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK (AND, IN EACH CASE, ANY APPELLATE COURT IN RESPECT THEREOF), IN EACH CASE, WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, BOROUGH OF MANHATTAN, AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS GRANT WILL AFFECT THE RIGHT OF (i) ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR (ii) THE GRANTEE TO COMMENCE LEGAL

PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

[Remainder of this page intentionally left blank; signature page follows]

	IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 16 day
of April	_, 2015.

Ву

VOCUS NM LLC, Grantor

By: VOCUS, INC., as its sole member

Name: Jack Pearlstein

Title: Executive Vice President, Chief Financial Officer, Treasurer and Secretary

JEFFERIES FINANCE LLC, as Collateral Agent and Grantee

Name: Brian Bury Title: Manging Director

[Viralheat - Trademark Security Agreement (1L)]

Serial Number	Reg. Number	Word Mark
85530277	4202433	HUMAN INTENT
85416965	4135477	VIRALHEAT

RECORDED: 04/17/2015