

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351122

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Global IT Profiles, LLC | | 07/31/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | DiscoverOrg Acquisition Company LLC | | |
| Street Address: | 805 Broadway, 9th Floor | | |
| City: | Vancouver | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98660 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3745768 | IPROFILE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175231231 | | |
| <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: | 6175701000 | | |
| Email: | rthomas@goodwinprocter.com | | |
| Correspondent Name: | Ryan E. Thomas | | |
| Address Line 1: | Goodwin Procter LLP | | |
| Address Line 2: | Exchange Place, 53 State Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| ATTORNEY DOCKET NUMBER: | 131323/243016 | | |
| NAME OF SUBMITTER: | Ryan E. Thomas | | |
| SIGNATURE: | /RET/ | | |
| DATE SIGNED: | 08/12/2015 | | |
| Total Attachments: 4 | | | |
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| source=iProfile -- DiscoverOrg Trademark Assignment (executed)#page2.tif | | | |
| source=iProfile -- DiscoverOrg Trademark Assignment (executed)#page3.tif | | | |

OP \$40.00 3745768

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made July 31, 2015, by GLOBAL IT PROFILES, LLC, a Delaware limited liability company ("Assignor"), to and for the benefit of DISCOVERORG ACQUISITION COMPANY LLC, a Delaware company ("Assignee").

Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, pursuant to which Assignee will purchase certain assets of Assignor, in exchange for cash.

In accordance with the Purchase Agreement, Assignor desires now to assign to Assignee all right, title and interest in and to the trademarks and/or service marks (the "Marks") set forth on Exhibit A hereto, together with the good will of the business pertaining thereto.

Now, therefore, in consideration for entering into the Purchase Agreement and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, grant, sell and otherwise convey to Assignee all right, title and interest in and to the Marks, including all common law rights therein and applications to register therefor, if any, together with the good will of the business symbolized by the Marks and all claims for damages by reason of past infringements of the Marks with the right to sue for and collect the same for Assignee's own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

Assignor affirms and warrants that it has made and shall make no conflicting transfer of any of the Marks or of any right, title or interest therein, and that it has not and shall not create or permit any encumbrance thereon.

Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of the Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Marks to and for the benefit of Assignee.

Assignor hereby requests all other trademark officials and offices to issue, to Assignee, any and all registrations, as applicable to such officials or offices, on or arising from the Marks or any of them, for the use and benefit of the Assignee, its successors, legal representatives, and assigns.

This Assignment is being delivered in connection with the Purchase Agreement and is subject to, and is entitled to the benefits in respect of, the Purchase Agreement.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.


This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

[Signature page follows.]

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered by a duly authorized officer of Assignor as of July 31, 2015.

ASSIGNOR:

GLOBAL IT PROFILES, LLC

By: 
Name: ARUN PRAKASH
Title: VICE PRESIDENT

ASSIGNEE:

DISCOVERORG ACQUISITION COMPANY
LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered by a duly authorized officer of Assignor as of July 31, 2015.

ASSIGNOR:

GLOBAL IT PROFILES, LLC

By: _____
Name:
Title:

ASSIGNEE:

DISCOVERORG ACQUISITION COMPANY
LLC


By:  _____
Name: Henry Shuck
Title: President and Chief Executive Officer

EXHIBIT A

DESCRIPTION OF MARKS ASSIGNED

U.S. Registration No. 3,745,768 for the mark "IPROFILE"