

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShareIQ, Inc.		07/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cision US Inc.		
Street Address:	12051 Indian Creek Court		
City:	Beltsville		
State/Country:	MARYLAND		
Postal Code:	20705		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5488089	SHAREIQ	
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:	216-861-6488		
Email:	Assignments@bakerlaw.com		
Correspondent Name:	Brendan E. Clark		
Address Line 1:	127 Public Square, Suite 2000		
Address Line 2:	Baker & Hostetler, Key Tower		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	093524.000004		
NAME OF SUBMITTER:	Brendan E. Clark		
SIGNATURE:	/Brendan E. Clark/		
DATE SIGNED:	07/25/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is entered into as of July 23, 2018 (this "IP Assignment"), among ShareIQ, Inc., a Delaware corporation ("Parent"), ShareIQ US, Inc., a Delaware corporation ("ShareIQ") and together with Parent, each an "Assignor" and collectively, the "Assignors"), and Cision US Inc., a Delaware corporation (the "Assignee").

RECITALS:

WHEREAS, the Assignors and the Assignee are parties to that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined herein shall have the meanings set forth in the Purchase Agreement;

WHEREAS, the Purchase Agreement provides, subject to the terms and conditions set forth therein, for the sale, conveyance, assignment, transfer and delivery by the Assignors to the Assignee of all of the Assignors' right, title and interest in the Purchased Assets, including the Seller Intellectual Property; and

WHEREAS, the Assignors desire to assign to the Assignee, and the Assignee desires to accept from the Assignors, all of the Assignors' right, title and interest in and to the Seller Intellectual Property, together with the goodwill symbolized by the trademarks and service marks included therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. **Intellectual Property Assignment**. Effective as of the Closing Date, the Assignors hereby sell, convey, assign, transfer and grant unto the Assignee the following:

A. The Assignors' entire right, title and interest in and to the Seller Intellectual Property, including, without limitation, (i) the Seller Intellectual Property set forth in the attached Exhibit A hereto, (ii) the goodwill of the Business carried on in connection with the Seller Intellectual Property set forth in the attached Exhibit A hereto and (iii) all computer software programs (in source code and object code form) owned by Assignors and any collections of data, whether embodied in firmware, software or otherwise, as well as pertinent documentation, designs, files, records and data;

B. All claims, demands and rights of action, both statutory and based upon common law, that the Assignors have or might have by reason of any infringement of any Seller Intellectual Property prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in the Assignee's own name;

C. All of the Assignors' right title and interest in and to all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Seller Intellectual Property, including, without limitation, the right to recover for past, present or future infringements of the Seller Intellectual Property; and

D. All rights corresponding to the Seller Intellectual Property throughout the world, as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made.

2. **Recordation and Further Assurance.**

A. The Assignors hereby authorize the officials of the applicable government agencies in any applicable jurisdictions (including the U.S. Patent and Trademark Office and the United States Library of Congress any comparable Governmental Authority in the European Union) to record and register this IP Assignment upon request by the Assignee.

B. The Assignors agree that they shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by the Assignee to further effect and evidence the transactions contemplated hereby. The Assignors will at any time upon request and without further consideration, make all rightful oaths, and do all lawful acts required for procuring and enforcing the Seller Intellectual Property.

C. The Assignors shall, at any time upon request and without further consideration, communicate to the Assignee and its successors and assigns, any facts relating to the Seller Intellectual Property or the history thereof as may be known to the Assignors or their respective officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. **Enforceability.** If any provision of this IP Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this IP Assignment, as the case may require, and this IP Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. **Amendment.** This IP Assignment may be amended or supplemented only by an instrument in writing signed by the Assignors and the Assignee.

5. **No Third-Party Beneficiaries.** Nothing in this IP Assignment shall confer any rights upon any Person other than the Assignors and the Assignee and each such party's respective successors and permitted assigns.

6. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

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

8. **Governing Law.** This IP Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

9. **Purchase Agreement Governs.** This IP Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference, and nothing herein shall be deemed to modify, diminish or limit the representations, warranties, covenants, indemnification obligations or any other rights or obligations of the parties to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, each of the Assignors and the Assignee has caused this IP Assignment to be executed as of the date first written above.

ASSIGNORS:

SHAREIQ, INC.



By: _____

Name: Brian Killen

Title: President

SHAREIQ US, INC.



By: _____

Name: Brian Killen

Title: President

ASSIGNEE:

CISION US INC.

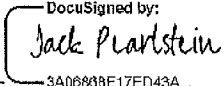
By:  _____
Name: Jack Pearlstein
Title: Chief Financial Officer

EXHIBIT A

Trademarks:

1. U.S. Trademark Reg. No. 5488089 for SHAREIQ (Word) in Classes 35 and 42.
2. European Trademark Reg. No. 016898512 for SHAREIQ (Stylized & Device) in Classes 09, 35, and 42.