

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RINGLEAD, INC.		09/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ZoomInfo Ruby LLC		
Street Address:	805 Broadway St., Suite 900		
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:	2836529	BROADLOOK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	503.802.2170		
Email:	trademark@tonkon.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	888 SW Fifth Ave., Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	39844-9000		
NAME OF SUBMITTER:	Parna A. Mehrbani		
SIGNATURE:	/Parna A. Mehrbani/		
DATE SIGNED:	10/13/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**IP Assignment**”), dated as of September 9, 2021, is made by and between RingLead, Inc., a Delaware corporation (“**Seller**”), and ZoomInfo Ruby LLC, a Delaware limited liability company (“**Buyer**”), as the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of September 9, 2021 between Buyer, Seller and the other parties thereto (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, Seller agrees as follows:

1. **Assignment.** Upon the terms and subject to the conditions set forth in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers, and assigns to Buyer and its successors, assigns, and legal representatives, and Buyer hereby accepts, all of Seller’s right, title, and interest throughout the world in and to the following (the “**Assigned IP**”):

(a) the inventions described in the patents and patent applications set forth on Schedule 1 hereto, and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and any right, title and interest Seller may have in applications to which the such patents and patent applications claim priority (collectively, the “**Patents**”). The Patents are to be held and enjoyed by Buyer for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Patents may be granted as fully and entirely as the same would have been held by Seller had this assignment and sale not been made. Seller hereby acknowledges that this assignment, being of Seller’s entire right, title and interest in and to the Patents carries with it the right in Buyer to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Buyer’s selection and the right to procure the grant of all patents to Buyer in its own name as assignee of Seller’s entire right, title and interest therein;

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (including any common law rights that may exist and are associated therewith) (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives. With respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”), including, without limitation, the right to secure all registrations thereof, and all renewals and extensions of such registrations, pursuant to the laws now or hereafter pertaining thereto;

(d) all other trade secrets, know-how, data, databases, and other proprietary information owned by Assignor and necessary for use in the Business (as defined in the Purchase

Agreement) as it has been and is currently conducted, and all documents, notes, and other materials documenting or embodying the trade secrets and other proprietary information;

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

(f) 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

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. No Conflicts; Recordation and Further Actions. Seller hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made which would conflict with this assignment contemplated by this IP Assignment. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary (a) to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto, and (b) for the making and prosecution of applications for any and all application(s) for United States and/or foreign letters patent(s) on said invention(s), for litigation regarding any and all application(s) and/or letter patent(s), and/or for the purpose of protective title to said invention(s), application(s) and/or patent(s) therefor.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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 one and the same agreement. A signed copy of this IP Assignment delivered by 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) that would result in the application of laws of a different jurisdiction.

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

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

BUYER:

ZOOMINFO RUBY LLC

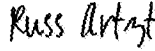
DocuSigned by:
By: Anthony Stark
Name: Anthony Stark
Title: Vice President

Signature page to Intellectual Property Assignment

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

SELLER:

RINGLEAD, INC.

DocuSigned by:

By: _____
Name: RUSS ARTZT E742BAF688F8496...
Title: Exec. chairman

Signature page to Intellectual Property Assignment

**SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS**

Patents

Title	Jurisdiction	Patent Number	Issue Date
Data Normalizer	U.S.	9,152,660	10/06/2015

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
None			

**SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
BROADLOOK	U.S.	2836529	04/27/2004

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
None				

**SCHEDULE 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None

Schedule 3 to Intellectual Property Assignment Agreement

ACTIVE/111790538.4

RECORDED: 10/13/2021

**TRADEMARK
REEL: 007451 FRAME: 0065**