

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exponential Interactive, Inc.		12/13/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Abakus, Inc.		
Street Address:	2200 Powell Street, Ste. 600		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85923108	ABAKUS	
Serial Number:	86026303	GAME CHANGING ATTRIBUTION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	415-609-4070		
Email:	law@hagelshaw.com		
Correspondent Name:	Lee Hagelshaw		
Address Line 1:	1728 Ocean Avenue, Suite 322		
Address Line 4:	San Francisco, CALIFORNIA 94112		
NAME OF SUBMITTER:	Lee Hagelshaw		
Signature:	/lee hagelshaw/		
Date:	01/24/2014		

OP \$65.00 85923108

**Total Attachments: 5**

source=Abakus assignment US#page1.tif

source=Abakus assignment US#page2.tif

source=Abakus assignment US#page3.tif

source=Abakus assignment US#page4.tif

source=Abakus assignment US#page5.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of December 13, 2013 by and between Exponential Interactive Inc., a Delaware corporation ("*Seller*") and Abakus, Inc., a Delaware corporation ("*Buyer*"). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of December 13, 2013 (the "*Purchase Agreement*"), pursuant to which Buyer has agreed, among other things, to acquire all of Seller's right, title and interest in and to the trademarks, service marks, and trade names that are part of the Purchased Assets, including those listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Purchased Trademarks*").

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

1. Assignment. Seller hereby sells, contributes, assigns, transfers, conveys and delivers to the Buyer and its successors and assigns, and Buyer hereby purchases and accepts from Seller, all of Seller's right, title and interest in, to and under the Purchased Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Purchased Trademarks, and all registrations that have been or may be granted for any of the Purchased Trademarks, together with all common law rights, and all goodwill associated with the Purchased Trademarks and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Purchased Trademarks and to fully and entirely stand in the place of Seller in all matters related to the Purchased Trademarks.

2. Further Assurances.

a. Seller agrees to execute and deliver such other documents and to take all such other actions which Buyer, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Seller grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or the marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

3. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the

rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller and Buyer have executed this Assignment as of the day and year first above written.

**SELLER:**

EXPONENTIAL INTERACTIVE INC.

By:   
Name: John Rettig  
Title: CFO

**BUYER:**

ABAKUS, INC.

By: \_\_\_\_\_  
Name: Alexander Saldanha  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the Seller and Buyer have executed this Assignment as of the day and year first above written.

**SELLER:**

EXPONENTIAL INTERACTIVE INC.

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

**BUYER:**

ABAKUS, INC.

By: Alexander Saldanha  
Name: Alexander Saldanha  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

### SCHEDULE I

The trademark registrations and applications listed in the table below (including all variations, derivations, combinations, registrations and applications for registration of the foregoing and all goodwill associated therewith):

TRADEMARK (IC 35, 42)	COUNTRY	FILING DETAILS
ABAKUS	United States	App. No.: 85-923108 Filed: 5/3/2013 Reg. No.: PENDING Registered: PENDING
Game Changing Attribution	United States	App. No.: 86-026303 Filed: 8/1/2013 Reg. No.: PENDING Registered: PENDING