

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Michael Jared Benisch</td> <td>06/18/2013</td> </tr> <tr> <td>Mark Charles Torrance</td> <td>06/18/2013</td> </tr> <tr> <td>Ari Seth Levenfeld</td> <td>06/18/2013</td> </tr> </tbody> </table>		Name	Execution Date	Michael Jared Benisch	06/18/2013	Mark Charles Torrance	06/18/2013	Ari Seth Levenfeld	06/18/2013		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Rocket Fuel Inc.</td> </tr> <tr> <td>Street Address:</td> <td>350 Marine Parkway, 2nd Floor</td> </tr> <tr> <td>City:</td> <td>Redwood City</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94065</td> </tr> </table>		Name:	Rocket Fuel Inc.	Street Address:	350 Marine Parkway, 2nd Floor	City:	Redwood City	State/Country:	CALIFORNIA	Postal Code:	94065
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13909682</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13909682						
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CORRESPONDENCE DATA											
<p>Fax Number: 6509385200</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 6503357160</p> <p>Email: dchevalier@fenwick.com</p> <p>Correspondent Name: Andrew P. Whitehead</p> <p>Address Line 1: 801 California Street</p> <p>Address Line 4: Mountain View, CALIFORNIA 94041</p>											
ATTORNEY DOCKET NUMBER:	29813-23839										
NAME OF SUBMITTER:	Andrew P. Whitehead										
Signature:	/Andrew P. Whitehead/										
Date:	06/18/2013										
<p>Total Attachments: 2</p> <p>source=23839 US Assignment#page1.tif</p> <p>source=23839 US Assignment#page2.tif</p>											

CH \$40.00 13909682

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **Rocket Fuel Inc.**, a Delaware Corporation, having a place of business at **350 Marine Parkway, 2nd Floor, Redwood City, CA 94065** ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the following non-provisional application filed under 35 U.S.C. § 111(a), international application filed according to the Patent Cooperation Treaty (PCT), or U.S. national phase application filed under 35 U.S.C. § 371 ("APPLICATION"):

- Application No. **13/909,682**, entitled "**Abusive User Metrics**," filed on **June 4, 2013**, which claims priority from the following provisional applications:
U.S. Provisional Application No. 61/659,535, filed on June 14, 2012, and U.S. Provisional Application No. 61/803,878, filed on March 21, 2013.

2. The entire worldwide right, title, and interest in and to:
(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
(c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto that have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) that may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

Title: Abusive User Metrics
Filed: June 4, 2013
Application No.: 13/909,682

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other authority for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

By signing below, INVENTOR further attests to the following:

- The APPLICATION was made or authorized to be made by INVENTOR.
- INVENTOR believes that INVENTOR is the original inventor or an original joint inventor of a claimed invention in the APPLICATION.

INVENTOR hereby acknowledges that any willful false statement made in this document is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Name and Signature

Michael Benisch

Michael Jared Benisch

Date of Signature

6/18/2013

Name and Signature

Mark Torrance

Mark Charles Torrance

Date of Signature

6/18/2013

Name and Signature

Ari Levenfeld

Ari Seth Levenfeld

Date of Signature

6/18/2013