# PATENT ASSIGNMENT

# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
		Name	Execution Date	
Two Cats & A Cup of C	Coffee, LLC		06/03/2010	
RECEIVING PARTY DATA				
Name: Vocus, Inc.				
Street Address:	12051 Indian Creek Court			
City:	Beltsville			
State/Country:	MARYLAND			
Postal Code:	20705			
PROPERTY NUMBERS Total: 1				
Property Type		Number		
Application Number:	124	06641		
Application Number:		06641		
CORRESPONDENCE I	DATA 6173109000 e sent via US Maii 617-439-200 docket@nuti David J. Pov Nutter McCle 155 Seaport	<i>when the fax attempt is unsuccessful.</i> 0 er.com		
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# ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Intellectual Property Assignments (this "Agreement"), is entered into as of June <u>9</u>, 2010 (the "Effective Date") by and among Two Cats and a Cup of Coffee, LLC, a New York limited liability company ("HARO"), and Peter Shankman, the sole member of HARO ("Shankman" and together with HARO, the "Assignors"), and Vocus, Inc., a Delaware corporation (the "Assignee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignors and the Assignee are parties to an Asset Purchase Agreement, entered into as of June <u>9</u>, 2010, by and among the Assignors and the Assignee (as amended, restated or otherwise modified from time to time, the "Asset Purchase Agreement"), pursuant to which, among other things, the Assignors have agreed to sell, convey, assign, transfer and deliver to the Assignee, and the Assignee has agreed to purchase, accept and take from the Assignors, the Purchased Assets, as more fully set forth and described in the Asset Purchase Agreement; and.

WHEREAS, this Intellectual Property Assignments are to be delivered pursuant to Section 1.07(a) of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the transactions pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignors do hereby sell, assign, transfer and set over to the Assignee and its successors and assigns the entire right, title, and interest, throughout the world, in and to the Intellectual Property Rights, including to the intellectual property set forth in Attachment A and including any continuations, divisions, continuations-in-part (including hereto. continuations-in-part to the extent that claims in such continuations-in-part are directed to subject matter specifically disclosed and enabled in the patent application listed in Attachment A of this Assignment), reissues, reexaminations, extensions or foreign equivalents thereof and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, the right to sue for and collect damages for any and all past, present and future copyright infringement, trademark infringement, patent infringement or any other form of infringement or misuse of the Intellectual Property Rights.

2. The Assignors and the Assignee hereby acknowledge that this Agreement is subject to all representations, warranties, covenant and agreements in the Asset Purchase Agreement and does not extend upon or limit the rights and obligations therein provided. To the extent any term or provision of this Agreement conflicts with or is inconsistent with any term or provision of the Asset Purchase Agreement, the term or provision of the Asset Purchase Agreement shall control. 3. The Assignors covenant and agree that each of them will sign all lawful papers, make all rightful declarations and oaths, and generally do what is reasonably necessary to enable the Assignee, its successors, legal representatives and assigns, upon their reasonable request, to obtain all right, title and interest in the Intellectual Property Rights, to record and enforce this Assignment and properly protect and enforce the Intellectual Property Rights.

4. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of New York, without regard to its conflicts of laws.

5. Assignors authorize and request the Commissioner of Patents and Trademarks to record Assignee as owner of the Intellectual Property Rights, as applicable, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

6. This Assignment may be signed and delivered, by facsimile, PDF or otherwise, in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the same agreement. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

[Signature page follows]

PATENT REEL: 031016 FRAME: 0562 IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Rights as of the Effective Date.

#### ASSIGNEE:

Vocus, Inc., a Delaware corporation

By:\_

Name: Title:

## ASSIGNORS:

Two Cats and a Cup of Coffee, LLC, a New York limited liability company

By: Name: QUALL A. SHA MAD

Title: GENERY MANAGER

Peter Shankman

[Signature Page to Assignment of Intellectual Property Rights]

PATENT REEL: 031016 FRAME: 0563 IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Rights as of the Effective Date.

ASSIGNEE:	
	1 1
Vocus, Inc., a D	elaware option
By:	
Name:	Stephen A. Vintz
Title:	Chief Financial Officer
ASSIGNORS:	
Two Cats and a	Cup of Coffee, LLC, New York
limited liability	
•	
By:	
Name:	
Title:	
Peter Shankman	I.

[Signature Page to Assignment of Intellectual Property Rights]

#### EXECUTION COPY

# Attachment A

- 1. U.S. Trademark Application Serial No. 77/737,340 for "HARO" mark;
- 2. U.S. Trademark Application Serial No. 77/737,494 for "HELP A REPORTER OUT" mark;
- 3. U.S. Patent Application No. 12/406,641 for "Methods And Apparatus For Collecting And Transferring Information Over A Network" as assigned to HARO pursuant to the Assignment by the Inventor dated April 21, 2009.
- 4. International Patent Application No. PCT/US 09/37538 regarding the foregoing U.S. Patent Application.

TCO 358,462,902v1