

## PATENT ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
DAVID PESIKOFF		10/15/2013
RECEIVING PARTY DATA		
Name:	MARKETO, INC.	
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PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13947254	
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ATTORNEY DOCKET NUMBER:	0096181-000001-13/947,254	
NAME OF SUBMITTER:	PHILIP H. ALBERT	
Signature:	/Philip H. Albert/	
Date:	10/23/2013	
Total Attachments: 2 source=2013.10.15 Patent Assgnmt from Optify Inc to Marketo Inc Apln No 13_947254#page1.tif source=2013.10.15 Patent Assgnmt from Optify Inc to Marketo Inc Apln No 13_947254#page2.tif		

CH \$40.00 13947254

**ASSIGNMENT**  
(Patent Application)

WHEREAS, OPTIFY, INC., a corporation of Delaware, with offices at 710 2<sup>nd</sup> Ave., Suite 840, Seattle, WA 98104 hereinafter referred to as "Assignor," is the owner of all or part of the right, title and interest in the invention described and set forth in the below-identified application for United States Letters Patent:

Application No.: 13/947,254

Filing Date: July 22, 2013; and

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge by Assignors, who agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to MARKETO, INC., a corporation of Delaware, having a principal place of business at 901 Mariners Island Blvd., Suite 200, San Mateo, CA 94404 ("Assignee"), the entire right, title, and interest in and to:

- (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
- (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
- (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

ASSIGNMENT

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- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
  3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
  4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon our/me, as well as our/my heirs, legal representatives, and assigns.
  5. Promise and affirm that we/I have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside my signature.

OPTIFY, INC.

Signature: \_\_\_\_\_

Name: David Pesikoff  
Title: Board Member

Date: 10/15/13