

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2958503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/24/2014

CONVEYING PARTY DATA

Name	Execution Date
BOOMTOWN, LLC	07/24/2014

RECEIVING PARTY DATA

Name:	BOOMTOWN ROI, LLC
Street Address:	635 RUTLEDGE AVE.
Internal Address:	SUITE 105
City:	CHARLESTON
State/Country:	SOUTH CAROLINA
Postal Code:	29403

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13752750

CORRESPONDENCE DATA**Fax Number:**

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.

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Correspondent Name: MORRIS, MANNING & MARTIN, LLP
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Address Line 2: 3343 PEACHTREE ROAD, N.E.
Address Line 4: ATLANTA, GEORGIA 30326-1044

ATTORNEY DOCKET NUMBER:	23890-88763
NAME OF SUBMITTER:	DANIEL E. SINEWAY
SIGNATURE:	/Daniel E. Sineway/
DATE SIGNED:	07/29/2014

Total Attachments: 4

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PATENT

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Patent Assignment Agreement"), is made effective as of the 24th day of July, 2014 (the "Effective Date"), by and between BoomTown ROI, LLC, a Delaware limited liability company ("ROI") and Boomtown, LLC, a South Carolina limited liability company ("Boomtown").

WHEREAS, in connection with the merger of Boomtown with and into ROI, as contemplated by and pursuant to that certain Agreement and Plan of Merger dated July 24, 2014, by and between ROI and Boomtown (the "Merger Agreement"), all intellectual property owned by Boomtown is to be transferred, by operation of law, to ROI, specifically the patents and patent applications identified in Schedule A attached herein (the "Assigned Patents"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Boomtown's right, title and interest in and to the Assigned Patents to ROI;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ROI and Boomtown agree as follows:

1. Boomtown hereby sells, assigns, transfers, and sets over to ROI, and its lawful successors and assigns, Boomtown's entire right, title and interest throughout the world in and to the Assigned Patents, together with all rights to the inventions described and claimed therein, and all divisions, continuations and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority therefrom, and all applications for Letters Patent which may hereafter be filed for the inventions in any country and all Letters Patent which may be granted on the inventions in any country, and all extensions, renewals, and reissues, thereof and Boomtown hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on the applications as described above, to issue all Letters Patent for any invention disclosed and claimed in any Assigned Patent to ROI, its successors and assigns, in accordance with the terms of this Patent Assignment Agreement.
2. Boomtown hereby further assigns to ROI all rights to sue and recover for any past, present or future actions, causes of action and rights to recover damages or payments (including lost profits) for infringement of any Assigned Patent, as well as the right to take over and continue any and all existing suits to any Assigned Patent.
3. Boomtown hereby agrees, without further consideration, to provide to ROI any facts known to it respecting the inventions disclosed and claimed in the Assigned Patents, and to testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title in ROI to any Assigned Patent and the invention disclosed and claimed therein, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid ROI to obtain and enforce proper patent protection throughout the world for the inventions disclosed and claimed in the Assigned

Patents, it being understood that any expense incident to the execution of such papers shall be borne by ROI.

4. This Patent Assignment Agreement shall be construed and enforced pursuant to the laws of the State of Delaware.
5. This Patent Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this Patent Assignment Agreement to be executed by a duly authorized officer as of the date first set forth above.

BOOMTOWN ROI, LLC, a Delaware
limited liability company

By: 
Name: E. Grier Allen
Title: Chief Executive Officer

BOOMTOWN, LLC, a South Carolina
limited liability company

By: 
Name: E. Grier Allen
Title: Chief Executive Officer

{Signature to Patent Assignment Agreement}

SCHEDULE A

Assigned Patents

Title	Application/ Patent No.	Filing/ Issue Date
SYSTEMS AND METHODS FOR OPTIMIZING AND MANAGING REAL ESTATE MARKETING COMMUNICATIONS BASED ON SEND TIME AND CONDITIONAL MESSAGING	13/758,684	02/04/2013
SYSTEM AND METHOD FOR PRIORITIZING REAL ESTATE OPPORTUNITIES IN A LEAD HANDLING SYSTEM BASED ON WEIGHTED LEAD QUALITY SCORES	13/734,135 8,666,792	01/04/2013 03/04/2014
SYSTEM AND METHOD FOR PRIORITIZING REAL ESTATE OPPORTUNITIES IN A LEAD HANDLING SYSTEM BASED ON LEAD QUALITY AND OPPORTUNITY SCORES	13/752,750 8,660,872	01/29/2013 02/25/2014
SYSTEMS AND METHODS FOR MANAGING AND PRIORITIZING OPPORTUNITIES FOR MARKETERS	61/715,676	10/18/2012