## 503269806 04/17/2015 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3316424

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		SECURITY INTEREST				
CONVEYING PARTY	DATA					
		Name	Execution Date			
VOCUS NM LLC			04/16/2015			
RECEIVING PARTY D	ΑΤΑ					
Name:	JEFFERIE	S FINANCE LLC				
Street Address:	520 MADIS	ADISON AVENUE				
City:	NEW YOR	YORK				
State/Country:	NEW YOR	YORK				
Postal Code:	10022					
	•					
PROPERTY NUMBER						
Property Type		Number				
Application Number: 1413		38718				
Application Number:	613	69699				
Patent Number:	863	35227				
Application Number: 14138		38731				
Patent Number: 863		31122				
Application Number: 6179		92586				
Application Number:	141	89863				
CORRESPONDENCE	DATA					
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ATTORNEY DOCKET NUMBER:		1155735-0079				
NAME OF SUBMITTER:		CHRISTINA ISHIHARA				
SIGNATURE:		/Christina Ishihara/				
DATE SIGNED:		04/17/2015				

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Total Attachments: 5					
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source=Vocus - Viralheat Patent Security Agreement (1L) [executed]#page5.tif					

## GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Vocus NM LLC, a Maryland limited liability company with principal offices at 12051 Indian Creek Court Beltsville, MD 20705 (the "<u>Grantor</u>"), hereby grants to Jefferies Finance LLC, as Collateral Agent, with principal offices at 520 Madison Avenue, New York, New York, 10022 (the "<u>Grantee</u>"), a continuing security interest in (i) all of the Grantor's rights, title and interest in, to and under the United States patents, patent applications, including but not limited to all provisionals, reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof (the "<u>Patents</u>"), including as set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (this "<u>Grant</u>") is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the First Lien Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of May 30, 2014 (as amended, modified, restated and/or supplemented from time to time, the "<u>Security Agreement</u>"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Patents shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of the Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK (AND, IN EACH CASE, ANY APPELLATE COURT IN RESPECT THEREOF), IN EACH CASE, WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, BOROUGH OF MANHATTAN, AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE, JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS GRANT WILL AFFECT THE RIGHT OF (i) ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR (ii) THE GRANTEE TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTOR IN ANY OTHER JURISDICTION.

## [Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  $\underline{16}$  day of <u>April</u>,  $\underline{2015}$ .

VOCUS NM LLC, Grantor

By: VOCUS, INC., as its sole member

By

Name: Jack Pearlstein

Title: Executive Vice President, Chief Financial Officer, Treasurer and Secretary

[Viralheat Patent Security Agreement (1L)]

JEFFERIES FINANCE LLC, as Collateral Agent and Grantee

By Name: Brian Buoye Title: Managing Dirtchor

[Viralheat Patent Security Agreement (1L)]

AppNumber	FIIDAG	AppTitle	PatNomber	1.6.Date	Signor	(
14/138,718	12/23/2013	DISCERNING HUMAN INTENT BASED ON USER- GENERATED METADATA			Published	US
61/369,699	7/31/2010	DISCERNING HUMAN INTENT BASED ON USER- GENERATED METADATA			Expired	US
12/889,267	9/23/2010	DISCERNING HUMAN INTENT BASED ON USER- GENERATED METADATA	8,635,227	1/21/2014	Granted	US
14/138,731	12/23/2013	DETERMINING DEMOGRAPHICS BASED ON USER INTERACTION			Published	US
12/955,899	11/29/2010	DETERMINING DEMOGRAPHICS BASED ON USER INTERACTION	8,631,122	1/14/2014	Granted	US
61/792,586	3/15/2013	PROCESSING FULL-TEXT DATA STREAMS US- ING CONTINUOUS QUERIES IN A DATA STREAM			ConvertedNP	US
14/189,863	2/25/2014	PROCESSING UNSTRUCTURED DATA STREAMS USING CONTINUOUS QUERIES			Published	US

Note: In certain recorded cover sheets "Viralheat, Inc." was misspelled as "Viral Heat, Inc."