

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4286191

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
NETSEER, INC.		02/06/2017
RECEIVING PARTY DATA		
Name:	NETSEER ACQUISITION, INC.	
Street Address:	2400 SAND HILL ROAD	
Internal Address:	SUITE 150	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94025	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Application Number:	11923546	
Application Number:	12436748	
Application Number:	12476205	
Application Number:	14017123	
Patent Number:	7958120	
Patent Number:	8301617	
Patent Number:	8838605	
Patent Number:	8825654	
Patent Number:	8380721	
Patent Number:	8825657	
Patent Number:	9443018	
Patent Number:	8417695	
Patent Number:	9110985	
CORRESPONDENCE DATA		
Fax Number:	(866)415-0983	
<i>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.</i>		
Phone:	9728491310	
Email:	michele.zarinelli@gmail.com	

Correspondent Name: RAFFI GOSTANIAN
Address Line 1: 1103 TWIN CREEKS DRIVE
Address Line 4: ALLEN, TEXAS 75013

ATTORNEY DOCKET NUMBER:	NETSEER ACQUISITION
--------------------------------	---------------------

NAME OF SUBMITTER:	RAFFI GOSTANIAN
---------------------------	-----------------

SIGNATURE:	/RAFFI GOSTANIAN/
-------------------	-------------------

DATE SIGNED:	02/22/2017
---------------------	------------

Total Attachments: 5

source=Patent_Assignment_Netseer_Netseer_Acquisition#page1.tif
source=Patent_Assignment_Netseer_Netseer_Acquisition#page2.tif
source=Patent_Assignment_Netseer_Netseer_Acquisition#page3.tif
source=Patent_Assignment_Netseer_Netseer_Acquisition#page4.tif
source=Patent_Assignment_Netseer_Netseer_Acquisition#page5.tif

IP Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this “**Agreement**”) is made as of February 6, 2017 by NETSEER, INC., a Delaware (“**Seller**”) in connection with the sale of certain assets to and in favor of NETSEER ACQUISITION, INC., a Nevada corporation (the “**Buyer**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith, by and among Seller, Inuvo, Inc., a Nevada corporation (“**Inuvo**”) and Buyer, a wholly-owned subsidiary of Inuvo (the “**Purchase Agreement**”), Seller agreed to assign to Buyer and Buyer agreed to assume from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, the Intellectual Property Assets; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the premises, and for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, it is hereby agreed that:

Section 1. **Assignment of Intellectual Property.** Seller assigns, grants, conveys and transfers to Buyer, all of Seller’s right, title, benefit, privileges and interest in and to, the Intellectual Property Agreements, Intellectual Property Assets.

Section 2. **Irrevocable Assignment.** This Agreement is made for good and valuable consideration paid to Seller, the receipt and sufficiency of which are acknowledged, is coupled with an interest and accordingly is irrevocable.

Section 3. **Seller’s Undertaking.** Seller agrees to take any and all additional actions and to execute, acknowledge and deliver any and all documents which Buyer may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby, at the expense of the requesting party.

Section 4. **Purchase Agreement.** Nothing contained in this Agreement shall be deemed or construed to increase, alter or modify any of the obligations, agreements, covenants or warranties of Seller, Inuvo or Buyer under the Purchase Agreement. If any conflict exists between the terms of this Agreement and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

Section 5. **Counterpart Signatures.** This Agreement may be executed in multiple counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be a condition to the effectiveness of this Agreement that each party shall have signed the same counterpart.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed by the parties effective as of the date above.

SELLER:

NETSEER, INC.

By: 
John Miracek, Chief Executive Officer

BUYER:

NETSEER ACQUISITION, INC.

By: _____
Wallace D. Ruiz, Chief Financial Officer

IN WITNESS WHEREOF, this Agreement is executed by the parties effective as of the date above.

SELLER:

NETSEER, INC.

By: _____
John Mracek, Chief Executive Officer

BUYER:

NETSEER ACQUISITION, INC.

By:  _____
Wallace D. Ruiz, Chief Financial Officer

Section 4.11 Intellectual Property.

(a)

(i)

Patent Title	Status	Patent Number	File Date	Grant Date
Method and Apparatus for Distributed Community Finding	Granted/Issued	7,958,120	05/10/2005	06/07/2011
Methods and Apparatus for Distributed Community Finding	Granted/Issued	8,301,617	05/02/2011	10/20/2012
Methods and Apparatus for Distributed Community Finding	Granted/Issued	8,838,605	10/25/2012	09/16/2014
Methods and Apparatus for Distributed Community Finding	Granted/Issued	8,825,654	10/25/2012	09/02/2014
System and Method for Context-Based Knowledge Search, Tagging, Collaboration, Management, and Advertisement	Granted/Issued	8,380,721	01/18/2007	02/19/2013
Systems and Methods for Creating, Navigating and Searching Informational Web Neighborhoods	Granted/Issued	8,825,657	01/19/2007	09/02/2014
Systems and Methods for Creating, Navigating and Searching Informational Web Neighborhoods	Granted/Issued	9,443,018	08/12/2014	09/13/2016
Methods and Apparatus for Matching Relevant Content to User Intention	Pending – Appeal Brief Due 2/25/17		10/24/2007	
Discovering Relevant Concept and Context for Content Node	Pending – Amendment or Notice of Appeal Due		05/06/2009	

	4/6/17			
Behavioral Targeting For Tracking, Aggregating, and Predicting Online Behavior	Pending - Amendment or Notice of Appeal Due 3/22/17		06/01/2009	
Identifying Related Concepts of URLs and Domain Names	Granted/Issued	8,417,695	10/30/2009	04/09/2013
Generating a Conceptual Association Graph From Large-Scale Loosely-Grouped Content	Granted/Issued	9,110,985	10/15/2010	08/18/2015
Concept-Level User Intent Profile Extraction and Applications	Pending – Appeal Brief (or RCE + Amendment) Due 4/7/17		09/3/2013	
Search Monetization of Images Embedded in Text	Pending - Filed/Published		03/12/2015	