

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5923369

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ASSET RECOVERY ASSOCIATES, LLC	11/19/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ZABC ACQUISITION CORP.	
<b>Street Address:</b>	3 PARK AVE.	
<b>Internal Address:</b>	33RD FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10016	
<b>PROPERTY NUMBERS Total: 6</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7593868
	Patent Number:	8005715
	Application Number:	14178708
	Application Number:	14721177
	Application Number:	14887600
	Application Number:	15059645
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)685-7059	
<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>		
<b>Phone:</b>	4048153737	
<b>Email:</b>	mdalton@sgrlaw.com	
<b>Correspondent Name:</b>	GREGORY J. KIRSCH	
<b>Address Line 1:</b>	1230 PEACHTREE STREET, N.E.	
<b>Address Line 2:</b>	SUITE 3100, PROMENADE	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309	
<b>ATTORNEY DOCKET NUMBER:</b>	066284.000	
<b>NAME OF SUBMITTER:</b>	GREGORY J. KIRSCH	
<b>SIGNATURE:</b>	/Gregory J. Kirsch/	
<b>DATE SIGNED:</b>	01/22/2020	

PATENT

**Total Attachments: 9**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “**Assignment Agreement**”), effective as of November 19, 2019, is made by and between Asset Recovery Associates, LLC, a Georgia limited liability company (“**Assignor**”), and ZABC Acquisition Corp., a Delaware Corporation (“**Assignee**”), a wholly owned subsidiary of Zeta Global Holdings Corp., a Delaware corporation (“**Zeta**”). Assignor and Assignee are each referred to herein individually as a “**Party**” and collectively, as the “**Parties**.”

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of November 19, 2019 by and between Assignor, Assignee, Zeta and the other parties thereto (the “**Purchase Agreement**”), Assignor has agreed to sell and Assignee has agreed to purchase the Zeta Assets and assume certain Assumed Liabilities of the Assignor; and

**WHEREAS**, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property as described in Schedule A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Definitions. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor does hereby assign to Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property and all registrations and applications for registrations of any Intellectual Property, including the registrations identified on Schedule A (collectively, the “**Assigned Property**”), together with all goodwill symbolized by the Assigned Property, and together with all of such Assignor’s right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Assigned Property, the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.

3. Further Assurances. Assignor hereby agrees to execute at Assignee’s expense all documents for use in applying for and obtaining patent, trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure Assignor’s signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor’s agent and attorney-in-fact to act for and on such Assignor’s behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by Assignor.

4. Validity Disputes; Use. Assignor shall not directly or indirectly challenge Assignee's ownership of or right to use any of the Assigned Property. Assignor shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between Assignor and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than Assignee, Assignor and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee, Assignor and their respective successors and assigns.

6. No Additional Representations. This Assignment Agreement is subject in all respects to the provisions of the Purchase Agreement. This Assignment Agreement shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment Agreement and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Assignment Agreement may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Assignment Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Assignment Agreement are for convenience only and such headings form no part of this Assignment Agreement and shall not affect its interpretation.

11. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories. A signed copy of this Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

12. Filing. Assignor hereby agrees that this Assignment Agreement may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual Property and all applications and registrations therefore.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the Parties as of the date set forth above.

**ASSIGNOR:**

ASSET RECOVERY ASSOCIATES, LLC, a  
Georgia limited liability company

By: \_\_\_\_\_



Name: Katherine Goodman

Title: Manager

**ASSIGNEE:**

ZABC AQUITION CORP., a Delaware corporation

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Assignment of Intellectual Property]*

IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the Parties as of the date set forth above.

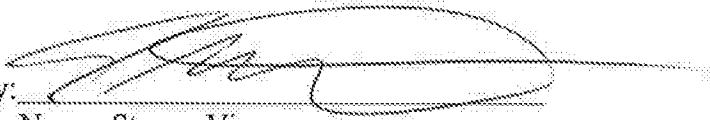
**ASSIGNOR:**

ASSET RECOVERY ASSOCIATES, LLC, a Georgia  
limited liability company

By: \_\_\_\_\_  
Name: Katherine Goodman  
Title: \_\_\_\_\_

**ASSIGNEE:**

ZABC AQUITION CORP., a Delaware corporation

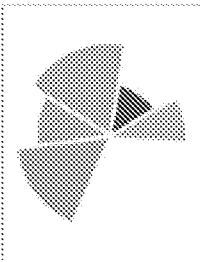
By:  \_\_\_\_\_  
Name: Steven Vine  
Title: Executive Vice President

## **EXHIBIT A**

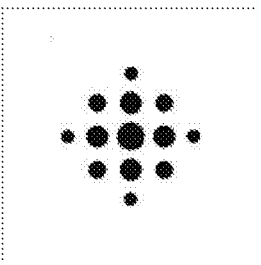
### **Assigned Intellectual Property**

<b><u>Patents</u></b>			
<b>Country</b>	<b>Patent / Application #</b>	<b>Description</b>	<b>Status</b>
US	7593868	Methods for providing contextual advertising information	Issued
US	8005715	Domain template management system	Issued
US	14/178708	Method for predicting an outcome by a user	Pending
US	14/721177	Method for attributing engagement score	Pending
CA		Method for predicting an outcome by a user	Pending
US	14887600	Method for forecasting of asset marketing	Pending
CA		Platform for communicating across channels	Issued
US	15/059645	Method for data enrichment	Pending

#### **U.S. Trademarks**

<b>Trademark</b>	<b>Registration Number</b>
APPAUDIENCE	4747513
HITSINTOLEADS	3770048
IGNITION ONE	4104358
LIVEMARKETER	4261672
NETMINING	3809095
SCORE-POWERED	5686580
SEARCHIGNITE	3082898
SPOT	3255529
Design Only 	4747514



Trademark	Registration Number
<u>KNOW YOUR AUDIENCE</u>	5239212
<u>Design Only</u> 	5025656

#### Non-US Trademarks

Jurisdiction	Trademark	Registration / Application Number
WIPO	NETMINING	766663
Canada	IGNITION ONE	TMA837057
Canada	NETMINING	TMA773173
Mexico	IGNITION ONE	1371583
Mexico	IGNITION ONE	1431976
Benelux	NETMINING	0683021
Turkey	ignition one 	2012 51199
European Union (EUTM)	HITSINTOCONTENT	008124224
European Union (EUTM)	HITSINTOLEADS	008124117
European Union (EUTM)	IGNITION ONE	009752544
European Union (EUTM)	LIVEMARKETER	008432916

Jurisdiction	Trademark	Registration / Application Number
European Union (EUTM)	SITEINSIGHTS	009284597
Australia	IGNITION ONE	1409807
Australia	IGNITION ONE	1528756
China	IGNITION ONE and Design 	9133875
China	IGNITION ONE and Design	9133874
Hong Kong	IGNITION ONE	301838322
India	IGNITION ONE	1179675
Singapore	IGNITION ONE	T1102146G
Argentina	IGNITION ONE	2891155
Brazil	IGNITION ONE	831148322
Brazil	IGNITION ONE	831148314
Chile	IGNITION ONE	1076060
Colombia	IGNITION ONE	482830
China		7369334
EU (EUTM & RCD)		8124381
France	NETMINING	766663
Hong Kong	IGNITION ONE	301838322
Italy	NETMINING	766663
Japan	IGNITION ONE	5460852
Japan	LIVEMARKETER	5280243
Japan	NETMINING	5,392,550
Japan	SITEINSIGHTS	5388962

Jurisdiction	Trademark	Registration / Application Number
Russia	IGNITIONONE	500134
Spain	NETMINING	766663
Switzerland	NETMINING	766663