

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MARIN SOFTWARE INCORPORATED	01/13/2019
RECEIVING PARTY DATA		
Name:	SHARPSRING, INC.,	
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	10248973
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DATE SIGNED:	06/10/2020	
Total Attachments: 3		
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source=PatentAssignment#page2.tif		
source=PatentAssignment#page3.tif		

PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is entered into as of January 13, 2019 by and among SharpSpring, Inc., a Delaware corporation ("Buyer") and Marin Software Incorporated, a Delaware corporation ("Seller") (each a "Party" and collectively, the "Parties"). Each capitalized term used without definition in this Agreement shall have the same meaning given to such capitalized term in that certain Asset Purchase Agreement of even date herewith by and among the Parties (the "Purchase Agreement").

WHEREAS, pursuant to the terms of and subject to the covenants and agreements set forth in the Purchase Agreement, Buyer has purchased and Seller has sold, transferred, conveyed and assigned all of Seller's right, title and interest in and to all of the Purchased Assets, including the following Patent (the "Assigned Patent"):

US patent number 10,248,973, Automated Selection of Bidders for Online Advertisements using Collaborative Bidding Rules, issued March 13, 2015.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Parties agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer all of Seller's right, title and interest in and to all of the Assigned Patent and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Patents which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Assigned Patent, and the full right to sue for and collect damages for past infringement and past violations of provisional rights having arisen from any publication of the Assigned Patent or any continuations, divisions, or renewals of or substitutes for Assigned Patent. Seller further assigns to and authorizes Buyer to file corresponding applications for Patents in all countries the same to be held and enjoyed by Buyer, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which Patents respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Seller had this assignment, sale and transfer not been made.

2. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties to the fullest extent possible.

3. Amendment and Waivers. This Agreement may be amended or waived only in a writing signed by Buyer and Seller. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default, and no failure or delay to enforce, or partial enforcement of, any provision of this Agreement shall operate as a waiver of such provision or of any other provision.

4. Counterparts. This Agreement may be executed and delivered in one or more counterparts, either manually or electronically (including by PDF and electronic mail), each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement. No counterpart shall be effective unless and until each party has executed at least one counterpart.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Patent Assignment to be executed and delivered as of the date first written above.

BUYER:

SHARPSRING, INC.

Rick Carlson

By: _____

Name: Rick Carlson

Its: Chief Executive Officer

[Signature Page to Patent Assignment]

PATENT
REEL: 052899 FRAME: 0348

IN WITNESS WHEREOF, each of the undersigned parties has caused this Patent Assignment to be executed and delivered as of the date first written above.

SELLER:

MARIN SOFTWARE INCORPORATED

By: Christopher Lien
Name: Christopher Lien
Its: Chief Executive Officer

[Signature Page to Patent Assignment]