## 506173405 07/27/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
X PLUS ONE SOLUTIONS, INC.	09/10/2019

## **RECEIVING PARTY DATA**

Name:	ZETA GLOBAL CORP.
Street Address:	3 PARK AVENUE, 33RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	10007789

#### **CORRESPONDENCE DATA**

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Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER P.A.

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ATTORNEY DOCKET NUMBER:	4525.045US1
NAME OF SUBMITTER:	KERRI WRIGHT
SIGNATURE:	/KERRI WRIGHT/
DATE SIGNED:	07/27/2020

### **Total Attachments: 4**

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#### RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office Atty Ref/Docket No.: 4525.045US1 To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Zeta Global Corp. X PLUS ONE SOLUTIONS. INC. Street Address: 3 Park Avenue Additional name(s) of conveying party(ies) attached? 33rd Floor City: New York State: NY Zip Country: United States of America [ ]Yes [X]No Zip: 10016 3. Nature of conveyance: Additional name(s) & address(es) attached? [ ]Yes [X]No [X] Assignment [ ] Merger [ ] Security Agreement[ ] Change of Name [ ] Other Execution Date: September 10, 2019 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) Serial No. 10/007,789 Additional numbers attached? [ ]Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ <u>0.00</u> Name: Aaron R. Wininger []Enclosed [Authorized to be charged to deposit account Address: 19-0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 8. Please charge any additional fees or credit any over Minneapolis, Minnesota 55402 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. 2020-07-27 Aaron R. Wininger/Reg. No. 45,229 Name of Person Signing Signature Date Total number of pages including cover sheet: 4

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks** Mail Stop Assignment Recordation Services P.O. Box 1450 Alexandria, VA 22313-1450

**ASSIGNMENT** 

WHEREAS, X PLUS ONE SOLUTIONS, INC. an entity organized and existing under and by

virtue of the laws of Delaware, and having an office and place of business at 470 Park Ave.

South, Suite 7N, New York, NY 10016, United States of America (hereinafter "Assignor"), is the

owner of assets identified in Appendix A (hereinafter collectively "Patent Properties"), including

all inventions and other subject matter described in the Patent Properties;

AND WHEREAS, Zeta Global Corp., an entity organized and existing under and by virtue

of the laws of Delaware, and having an office and place of business at 185 Madison Ave, 5th

Floor, New York, NY 10016, United States of America (hereinafter "Assignee"), is desirous of

acquiring the entire right, title and interest in and to said Patent Properties, including all

inventions and other subject matter described therein, and any patent to be obtained in

relation therefor;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable

consideration, the receipt and sufficiency whereof is hereby acknowledged, the Assignor

hereby:

ASSIGNS, CONVEYS AND TRANSFERS to the Assignee the Assignor's entire right, title, and

interest for the United States and all foreign countries and jurisdictions in and to:

said Patent Properties, including all original and reissued patents which have been or shall

be issued in the United States and all foreign countries and jurisdictions based in whole or in part

on any of said Patent Properties;

all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and

all other applications for a patent or patents which have been or shall be filed in the United States

(including all provisional and non-provisional applications), and in all foreign countries and

jurisdictions, based in whole or in part on any of said Patent Properties (including any application

for a utility model or an innovation patent application);

the right to claim priority to said Patent Properties in relation to subject matter based in

whole or in part on said Patent Properties and any of the foregoing including the right to file

foreign applications under the provisions of any convention or treaty;

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and the right to all causes of action, remedies, and other enforcement rights related to said Patent Properties, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to said Patent Properties and any of the foregoing, including the right to obtain and collect damages and/or royalties due for past, present, or future infringement;

AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States and foreign patents granted on said Patent Properties to the Assignee;

AUTHORIZES AND REQUESTS that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any information related to said Patent Properties or any of the foregoing, after execution of this Assignment;

WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor;

COVENANTS, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Assignor shall (1) secure cooperation from all present and former employees and/or inventors contributing or having contributed to the Patent Properties; (2) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Patent Properties; (3) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Patent Properties; (4) communicate to the Assignee all facts known to the Assignor relating to the Patent Properties and the history thereof; (5) cooperate with the Assignee in any interference, reexamination, review proceeding, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Patent Properties; and (6) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to said Patent Properties in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Patent Properties; and

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COVENANTS, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Assignor, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the assigns, representatives, and successors of the Assignor, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED to by Assignor as of the Date of the Signature Below:

Assignor:	X PLUS ONE SOLUTIONS, INC.
	Signature:Printed Name:
	Title: CORDORATE SECRETA
	Date:September 10, 2019
ACCEPTED by A	ssignee as of the Date of the Signature Below:
Assignee:	Zeta Global Corp.

Printed Name: Stoven Vine

Title: EVP

Date: Liphenbor 10, 2019

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**RECORDED: 07/27/2020**