

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6519693

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLICKAGY, LLC	10/14/2020
RECEIVING PARTY DATA		
Name:	ZOOMINFO ALEXANDRIA LLC	
Street Address:	805 BROADWAY STREET, SUITE 900	
City:	VANCOUVER	
State/Country:	WASHINGTON	
Postal Code:	98660	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Patent Number:	10783534	
Application Number:	15177178	
Application Number:	15177193	
Application Number:	15177204	
Application Number:	15689845	
Application Number:	16354101	
Application Number:	16544059	
Application Number:	17022367	
CORRESPONDENCE DATA		
Fax Number:	(503)778-2200	
<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:	5037782100	
Email:	patents@lanepowell.com	
Correspondent Name:	HOLLY L. JOHNSTON	
Address Line 1:	601 SW 2ND AVE, SUITE 2100	
Address Line 4:	PORTLAND, OREGON 97204	
ATTORNEY DOCKET NUMBER:	710004.2003	
NAME OF SUBMITTER:	HOLLY L. JOHNSTON	
SIGNATURE:	/Holly L. Johnston/	

DATE SIGNED:	01/27/2021
Total Attachments: 6 source=Assignment_ZoomInfo_Project_Alexandria#page1.tif source=Assignment_ZoomInfo_Project_Alexandria#page2.tif source=Assignment_ZoomInfo_Project_Alexandria#page3.tif source=Assignment_ZoomInfo_Project_Alexandria#page4.tif source=Assignment_ZoomInfo_Project_Alexandria#page5.tif source=Assignment_ZoomInfo_Project_Alexandria#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**IP Assignment**”), dated as of October 14, 2020, is made by and between Clickagy, LLC, a Georgia limited liability company (“**Seller**”), and ZoomInfo Alexandria LLC, a Delaware limited liability company (“**Buyer**”), as the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of October 14, 2020 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the inventions described in the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all other trade secrets, know-how, data, databases, and other proprietary information owned by Assignor and necessary for use in the Business (as defined in the Purchase Agreement) as it has been and is currently conducted, and all documents, notes, and other materials documenting or embodying the trade secrets and other proprietary information;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. No Conflicts; Recordation and Further Actions. Seller hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made which would conflict with this assignment contemplated by this IP Assignment. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary (i) to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto, and (ii) for the making and prosecution of applications for any and all application(s) for United States and/or foreign letters patent(s) on said invention(s), for litigation regarding any and all application(s) and/or letter patent(s), and/or for the purpose of protective title to said invention(s), application(s) and/or patent(s) therefor.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in

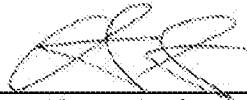
accordance with, the laws of the United States and the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

BUYER:

ZOOMINFO ALEXANDRIA LLC

By: 
Name: Anthony Stark
Title: Vice President and Secretary

SELLER:

CLICKAGY, LLC

By: _____
Name: _____
Title: _____

Signature page to Intellectual Property Assignment

PATENT
REEL: 055053 FRAME: 0230

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

BUYER:

ZOOMINFO ALEXANDRIA LLC

By: _____
Name: _____
Title: _____

SELLER:

CLICKAGY, LLC

DocuSigned by:
By: Harry R. Maugans III
Name: Harry R. Maugans III
Title: CEO

SCHEDULE 1 **ASSIGNED PATENTS AND PATENT APPLICATIONS**

Patents

Title	Jurisdiction	Patent Number	Issue Date
METHOD, SYSTEM AND COMPUTER READABLE MEDIUM FOR CREATING A PROFILE OF A USER BASED ON USER BEHAVIOR	US	10,783,534	September 22, 2020

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
METHOD AND SYSTEM FOR PROVIDING BUSINESS INTELLIGENCE BASED ON USER BEHAVIOR	US	15/177,178	June 8, 2016
METHOD AND SYSTEM FOR CREATING AN AUDIENCE LIST BASED ON USER BEHAVIOR DATA	US	15/177,193	June 8, 2016
METHOD AND SYSTEM FOR INFLUENCING AUCTION BASED ADVERTISING OPPORTUNITIES BASED ON USER CHARACTERISTICS	US	15/177,204	June 8, 2016
AN ONLINE PLATFORM FOR PREDICTING CONSUMER INTEREST LEVEL	US	15/689,845	August 29, 2017
MAP BASED VISUALIZATION OF USER INTERACTION DATA	US	16/354,101	March 14, 2019
METHOD AND SYSTEM FOR INFLUENCING AUCTION BASED ADVERTISING OPPORTUNITIES BASED ON USER CHARACTERISTICS	US	16/544,059	August 19, 2019
METHOD, SYSTEM AND COMPUTER READABLE MEDIUM FOR CREATING A PROFILE OF A USER BASED ON USER BEHAVIOR	US	17/022,367	September 16, 2020