

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|--|--|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Innovation Interactive LLC | | 01/05/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Yahoo! Inc. | | |
| Street Address: | 701 First Ave. | | |
| City: | Sunnyvale | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94089 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2576352 | SEARCH BOSS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (408)349-7750 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 408.349.1385 | | |
| Email: | TMBOX@yahoo-inc.com | | |
| Correspondent Name: | J. Scott Evans, Esq. | | |
| Address Line 1: | Yahoo! Inc./701 First Ave. | | |
| Address Line 4: | Sunnyvale, CALIFORNIA 94089 | | |
| ATTORNEY DOCKET NUMBER: | SEARCH BOSS-2576352 | | |
| NAME OF SUBMITTER: | J. Scott Evans, Esq. | | |
| Signature: | /JScottEvans/ | | |
| Date: | 01/05/2009 | | |

OP \$40.00 2576352

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TRADEMARK
REEL: 003913 FRAME: 0377

Total Attachments: 3

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TRADEMARK ASSIGNMENT AND DOMAIN NAME TRANSFER AGREEMENT

Reference is made to the Settlement & Coexistence Agreement (hereinafter the "Settlement Agreement") dated December 23, 2008 by and between YAHOO! INC. a corporation of the state of Delaware having its principal place of business at 701 First Avenue, Sunnyvale, California 94089 ("Yahoo!") and INNOVATION INTERACTIVE LLC, a Delaware limited liability company with a mailing address at 28 West 23rd Street, New York, New York 10010 ("Innovation").

Whereas, the Settlement Agreement contemplates the assignment of the SEARCH BOSS trademark and any and all applications and registrations therefor, (hereinafter collectively referred to as the "Trademark") from Innovation to Yahoo!; and

Whereas, Innovation desires to assign all right, title and interest in and to the Trademark as contemplated by the Settlement Agreement; and

Whereas, Yahoo! desires to acquire all right, title and interest in and to the Trademark as contemplated by the Settlement Agreement; and

Whereas, the Settlement Agreement also contemplates the transfer of the searchboss.com domain name (hereinafter the "Domain Name") from Innovation to Yahoo!;

Whereas, the parties wish to formally acknowledge and document the assignment of the Trademark and the transfer of the Domain Name from Innovation to Yahoo!.

Now, therefore, in consideration of good and valuable consideration paid in connection with the Settlement Agreement, the mutual promises made herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Innovation hereby assigns to Yahoo! all right, title and interest in and to the Trademark together with the goodwill of the business symbolized by the Trademark and any applications and registrations therefor and hereby agrees to transfer the Domain Name .
2. Innovation hereby represents and warrants that it has the full, right, power, authority, and capacity to execute and deliver this assignment and transfer agreement.
2. Innovation agrees to execute and deliver to Yahoo! any and all other documents and take any other actions required, if necessary, to assign the Trademark and transfer the Domain Name to Yahoo!.
3. Innovation further represents and warrants that, to the best of its knowledge, as of the date of the execution of this agreement, that: (1) it has not abandoned the SEARCH BOSS mark; (2) other than the proceeding involving Yahoo!, there are no existing or threatened claims or proceedings by any third party relating to its use, registration, or ownership of the Trademark or the Domain Name; (3) the Trademark or the Domain Name is not subject to any outstanding

order, decree, or judgment, stipulation, written registration, undertaking or agreement that would prevent Innovation from complying with any of its obligations under this agreement; (4) the Trademark or the Domain Name is not subject to any liens, security interests, mortgage or other encumbrances; and that it has not granted any licenses to, or authorized any third parties to use, the Trademark or the Domain Name. Other than as expressly stated in the paragraph, Innovation makes no warranties or representations regarding the validity, enforceability or value of the Trademark. The parties agree that Innovation assumes no responsibility or liability with respect to any claims by any third party for infringement or other violation of rights arising out of the future use of the Trademark in any way.

4. Innovation agrees to indemnify Yahoo!, its related companies, officers, agents, employees, successors and assigns, and undertake to hold the aforementioned parties harmless against and defend against any claims or suits, and incur any damages and costs, including attorney's fees, arising out of its use and registration of the Domain Name and Trademark prior to transfer of these assets to Yahoo!.

5. This Agreement is to be interpreted under the laws of the State of New York without regard to any choice of laws provision which would require construction under the laws of any other jurisdiction.

Innovation Interactive LLC

By: 

Print Name: WILL MARGLOFF

Title: CEO

Date: 12.23.08

Notary Acknowledgement

STATE OF NEW YORK,

COUNTY OF NEW YORK ss.:

On this the 23rd day of DECEMBER, 2008, WILLIAM MARGLOFF personally appeared before me, a Notary public in and for said County and State, and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC: RICHARD W. MASS

My Commission expires: 9/19/11

SEAL

RICHARD W. MASS
Notary Public, State of New York
No. 02MA6024007
Qualified in New York County
Commission Expires
09/19/2011

SIGNATURES CONTINUED ON NEXT PAGE

AGREED & ACCEPTED:

Yahoo! Inc.

By: [Signature]
Print Name: Raj Gossain
Title: VP Marketing
Date: 1/5/09