# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Avantech Distribution Limited		01/26/2011	COMPANY: UNITED KINGDOM

# 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:	3434723	FLICK

# CORRESPONDENCE DATA

Fax Number: (408)349-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: tmbox@yahoo-inc.com

Correspondent Name: J. Scott Evans
Address Line 1: 701 First ave
Address Line 2: Yahoo! Inc.

Address Line 4: Sunnyvale, CALIFORNIA 94089

ATTORNEY DOCKET NUMBER:	AVANTECH FLICK
NAME OF SUBMITTER:	Michelle Kintz
Signature:	/michelle kintz/
Date:	04/27/2011

Total Attachments: 2

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TRADEMARK REEL: 004529 FRAME: 0657

#### **US TRADE MARKS**

THIS ASSIGNMENT is made this John day of Joney 20 //

### **BETWEEN**

(1) AVANTECH DISTRIBUTION LIMITED of Ellesmore House, Wincham Avenue, Northwich, Cheshire. CW9 6GH. [UK Company No. 05748512]

("the Assignor")

- AND -

(2) YAHOO! Inc of 701 First Avenue, Sunnyvale, California 94089.

("the Assignee" which expression shall include its successors and assigns)

#### **RECITALS**

- (A) The Assignor is the proprietor of the Trade Marks (the "Trade Marks") the subject of the registrations (the "Registrations") details of which are set out in the Schedule hereto and form part of this Assignment; and
- (B) The Assignor has agreed to assign all their rights, title, interest and property in the Trade Marks and Registrations, together with ancillary rights relating thereto to the Assignee upon the following terms.
- (C) The Assignee has executed an additional Commercial Undertaking (the "Undertaking") relating to the use of the Trade Marks.

### **OPERATIVE PROVISIONS:**

1. For good and valuable consideration, referred to in the Undertaking, mentioned under C above, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns free from all licences, charges and encumbrances with full title guarantee unto the Assignee all rights, title, interest and property in the Trade Marks and Registrations, the full and exclusive benefit thereof, all common law rights connected with the Trade Marks, any copyright rights which may subsist in the Trade Marks, and all rights, privileges and advantages appertaining thereto, together with the right to recover and to bring proceedings to recover damages and/or to obtain other remedies in respect of infringement of the Registrations and/or any rights in or relating to the Trade Marks whether committed before or after the date of the Assignment, to the intent that the Trade Marks and Registrations shall be in the name of and shall vest in the Assignee together with the goodwill of the Assignor in the goods, services and business connected with the Trade Marks TO HOLD the same unto the Assignee absolutely.

: 366: MJL: MJL: PREC

- 2. At the request and cost of the Assignee, the Assignor will execute and sign all such applications and documents and do all such acts and things as may be reasonably required by the Assignee to enable the Assignee or its nominee to: (a) enjoy the full and exclusive benefit of the Trade Marks and Registrations and of the property rights hereby assigned, (b) fully and effectively vest the same in the Assignee, (c) formally register the Assignee's title in the same at the relevant Patent Office, and (d) assist in the prosecution of all applications to grant.
- The Assignor hereby covenants and undertakes that the Assignor has not done or omitted to do and will not do or omit to do any act, matter or thing whereby the Trade Marks and Registrations may be invalidated.
- This Deed shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of the parties hereto.
- The parties will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this Agreement.
- This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England & Wales.

**IN WITNESS** whereof the parties have executed this document on the date first above written.

# THE SCHEDULE TRADE MARKS COUNTRY NUMBER **CLASSES** flick (stylised) US 3434723 09 SIGNED, for and on behalf of (THE ASSIGNOR) in the presence of: (Witness) SIGNED, for and on behalf of (Signatory) Unistran Dowll (THE ASSIGNEE) in the presence of: (Witness)

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