

## 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
Xobni Corporation		07/03/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Yahoo! Inc.		
Street Address:	701 First Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3611891	XOBNI	
Registration Number:	4145630	SMARTR	
CORRESPONDENCE DATA			
Fax Number:	4083497750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4083491595		
Email:	tmbox@yahoo-inc.com		
Correspondent Name:	Christian Dowell, Yahoo! Inc.		
Address Line 1:	701 First Avenue		
Address Line 4:	Sunnyvale, CALIFORNIA 94089		
NAME OF SUBMITTER:	Christian C. Dowell		
Signature:	/Christian C. Dowell/		
Date:	07/23/2013		

OP \$65.00 3611891

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of July 3, 2013 by and between Xobni Corporation, a Delaware Corporation (the "Company") having an address at 539 Bryant St., Suite 402, San Francisco, CA 94107, and Yahoo! Inc., a Delaware Corporation ("Yahoo!") having an address at 701 First Avenue, Sunnyvale, CA, 94089.

WHEREAS, Yahoo! and the Company have entered into that certain Agreement and Plan of Merger, dated as of July 1, 2013 (the "Merger Agreement"), pursuant to which the Company has agreed to merge entirely into a wholly-owned subsidiary of Yahoo! (such merger, the "Merger").

WHEREAS, the Company has adopted, used and is the owner of certain trademarks and service marks, together with any associated registrations and applications including, without limitation, those listed in Exhibit 1 of this Assignment (the "Trademarks"); and

WHEREAS, immediately prior to the consummation of the Merger, the Company desires to assign to Yahoo!, and Yahoo! desires to receive, all of the Company's right, title and interest in and to the Trademarks.

NOW, THEREFORE, pursuant to the Merger Agreement, and for good and valuable consideration given and received, the receipt and legal sufficiency of which is hereby acknowledged, the Company and Yahoo! agree as follows:

The Company hereby:

- (A) transfers, conveys and assigns to Yahoo! all right, title and interest throughout the world in and to the Trademarks, together with (1) all goodwill associated with any of the Trademarks, (2) all national, foreign and state registrations, applications for registration and renewals and extensions thereof, (3) all common law rights related thereto, and (4) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, including the right to sue for any past, present or future infringement, dilution or violation of any of the Trademarks, to seek equitable relief with respect to any of the Trademarks and to settle and retain proceeds from any such actions and any current or future right to receive royalties based on any of the foregoing;
- (B) agrees, without further compensation, upon request of Yahoo! (or its successors, assigns or legal representatives) to:
  - (1) execute any and all oaths, assignments, powers and any other papers;
  - (2) testify in any and all proceedings; and
  - (3) otherwise take any and all actions, and fully cooperate with Yahoo!;in each case, as may be necessary or appropriate, in the opinion of Yahoo!, to convey, establish, evidence, maintain, defend and enforce Yahoo!'s rights in the Trademarks or otherwise related to securing and enforcing Yahoo!'s rights under this Assignment; and the Company hereby irrevocably appoints Yahoo! and any of its officers as the Company's attorney in fact to undertake such acts in the Company's name; and
- (C) agrees to deliver to Yahoo! accurate copies of all material correspondence with counsel, in the Company's or its counsel's possession, relating to ownership, filing, prosecution, infringement, validity, or enforceability of, the Trademarks, to the extent such has not already been delivered.

For Xobni Corporation, by:

Signature

Jeffrey Bonforte

Name

Date

7/1/13

Notary Seal:

For Yahoo! Inc., by:

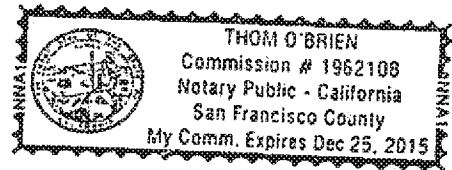
Signature

Name

Date

Notary Seal:

State of California  
County of San Francisco  
Subscribed and sworn to (or affirmed)  
before me on this 1<sup>st</sup> day of July,  
20 13 by Jeffrey Bonforte:  
proved to me on the basis of satisfactory  
evidence to be the person(s) who  
appeared before me  
Signature



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

For Xobni Corporation, by:

Signature

Name

Date

Notary Seal:

For Yahoo! Inc., by:

Signature

Name

Date

Notary Seal:

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

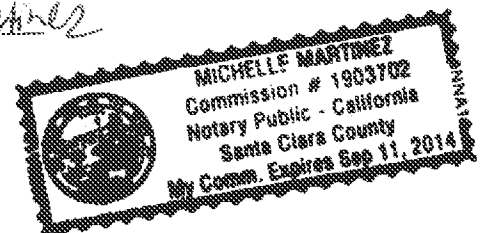
ss.

On July 3, 2011 before me, Michelle Martinez, Notary Public, personally appeared Nancy Raber who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michelle Martinez  
Michelle Martinez, Notary Public



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 005076 FRAME: 0611**

# SCHEDULE A

Trademark No.	Application No	Title	Status	Issue Date	Application Date	Country
1297677	999007	XOBNI	Registered	12-Mar-09	12-Mar-09	Australia
TMA769996	1433404	XOBNI	Registered	17-Jun-10	02-Apr-09	Canada
	010166486	SMARTR	Pending		01-Aug-11	CTM
999007	999007	XOBNI	Registered	12-Mar-09	12-Mar-09	CTM
999007	999007	XOBNI	Registered	20-Jul-10	12-Mar-09	Norway
4145630	85381052	SMARTR	Registered	22-May-12	26-Jul-11	US
3611891	77571355	XOBNI	Registered	28-Apr-09	16-Sep-08	US
999007	999007	XOBNI	Registered	12-Mar-09	12-Mar-09	WIPO