

## 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           |
| IQ Engines, Inc.  |  | 09/10/2013     | 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:  | 3839972                                      | IQ ENGINES     |                       |
| Registration Number:  | 3597627                                      | OMOBY          |                       |
| 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:   | 09/11/2013                                   |                |                       |

OP \$65.00 3839972

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of September 10, 2013 by and between IQ Engines, Inc. a Delaware Corporation (the "Company") having an address 2039 Shattuck Avenue, Suite 407, Berkeley, CA 94041, 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 August 23, 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 Company hereby irrevocably appoints Yahoo! and any of its officers as Company's attorney in fact to undertake such acts in 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 IQ Engines, Inc. by: Ronald S. Bell

Signature

Ronald S. Bell

Name

09/10/2013

Date

Notary Seal:

For Yahoo! Inc. by: Ronald S. Bell

Signature

Ronald S. Bell

Name

09/10/2013

Date

Notary Seal:

EXHIBIT 1

| Country       | Trademark  | Reg. No.  |
|---------------|------------|-----------|
| United States | IQ Engines | 3,839,972 |
| United States | oMoby      | 3,597,627 |

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

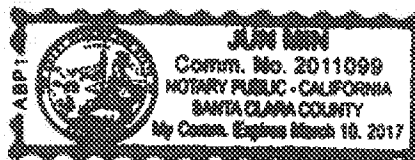
On Sep 10<sup>th</sup>, 2013 before me, Jun Min, Notary Public  
(Here insert name and title of the officer)

personally appeared Ronald S. Bell

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.



(Notary Seal)

Signature of Notary Public

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

### DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Assignment  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 9/10/2013

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**TRADEMARK**