

## 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
ThumbsUp Labs, Inc.		01/29/2014	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: 1			
Property Type	Number	Word Mark	
Serial Number:	85907901	AVIATE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	01/30/2014		
Total Attachments: 4			
source=ThumbsUp and Yahoo! Trademark Assignment Agreement - signed 29-Jan-2014#page1.tif			
source=ThumbsUp and Yahoo! Trademark Assignment Agreement - signed 29-Jan-2014#page2.tif			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of January 24, 2014, by and between ThumbsUp Labs, Inc., a Delaware Corporation (the "Company"), and Yahoo! Inc., a Delaware Corporation ("Yahoo").

WHEREAS, Yahoo and the Company have entered into that certain Stock Purchase Agreement, dated as of December 23, 2013 (the "Purchase Agreement"), pursuant to which Yahoo purchased all of the Company Capital Stock (as defined in the Purchase Agreement).

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, 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, 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.

*[Remainder of this page is intentionally left blank.]*

For ThumbsUp Labs, Inc., by:

Ronald S. Bell

Signature

Ronald S. Bell

Name

January 29, 2014

Date

Notary Seal:

For Yahoo! Inc., by:

Ronald S. Bell

Signature

Ronald S. Bell

Name

January 29, 2014

Date

Notary Seal:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

# SCHEDULE A

Serial Number	Status	Jurisdiction	Filing Date	Mark	Owner	International Class(es)	U.S. Class(es)
85907901	Filed	United States	April 18, 2013	AVIATE	ThumbsUp Labs, Inc.	009	021, 023, 026, 036, 038

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On Jan 23, 2014 before me, Jun Min, Notary Public  
(Here insert name and title of the officer)

personally appeared Ron Bell

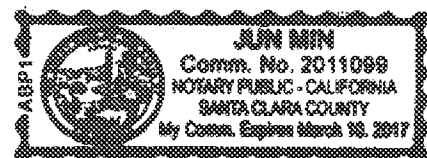
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### 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 1/29/2014

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
Secretary  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

### 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.

- 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