

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM303097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cloud Party, Inc.		04/29/2014	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:	85684774	CLOUD PARTY	
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:	408-336-0674		
Email:	tmbox@yahoo-inc.com		
Correspondent Name:	Diane Lau		
Address Line 1:	Yahoo! Inc., 701 First Avenue		
Address Line 4:	Sunnyvale, CALIFORNIA 94089		
NAME OF SUBMITTER:	Diane Lau		
SIGNATURE:	/Diane Lau/		
DATE SIGNED:	04/30/2014		
Total Attachments: 3			
source=Trademark Assignment - US - Cloud Party to Yahoo - CLOUD PARTY - signed 29-Apr-2014#page1.tif			
source=Trademark Assignment - US - Cloud Party to Yahoo - CLOUD PARTY - signed 29-Apr-2014#page2.tif			
source=Trademark Assignment - US - Cloud Party to Yahoo - CLOUD PARTY - signed 29-Apr-2014#page3.tif			

OP \$40.00 85684774

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of April 29, 2014 by and between Cloud Party, Inc., a Delaware Corporation (the "Company") having an address at 701 First Avenue, Sunnyvale, CA, 94089, 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 Securities Purchase Agreement, dated as of January 23, 2014 (the "Purchase Agreement"), pursuant to which the Company has agreed to sell, transfer, convey, assign and deliver to Yahoo all of the issued and outstanding shares of Company capital stock;

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 Schedule A of this Assignment (the "Trademarks"); and

WHEREAS, following the consummation of the transactions contemplated by the Purchase Agreement, 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 Purchase 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 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 Cloud Party, Inc. by:

Ronald S. Bell

Signature

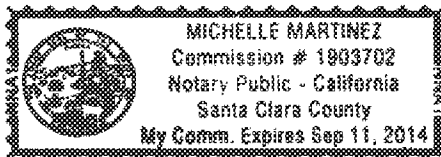
Ronald S. Bell, Vice President and Secretary

Name

April 29, 2014

Date

Notary Seal:



For Yahoo! Inc. by:

Ronald S. Bell

Signature

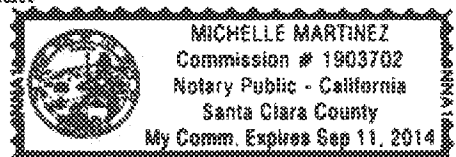
Ronald S. Bell, General Counsel and Secretary

Name

April 29, 2014

Date

Notary Seal:



JURAT

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

} ss.

Subscribed and sworn to (or affirmed) before me on this 29 day of

April, 2014, by Ronald S. Bell

proved to me on the basis of satisfactory evidence to be the person(s) who

appeared before me

Michelle Martinez
Michelle Martinez, Notary Public

SCHEDULE A

Country	Trademark	App. No.
United States	CLOUD PARTY	85/684,774