# OP \$40.00 4318060

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM303100

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dill, 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
Registration Number:	4318060	PTCH

# CORRESPONDENCE DATA

**Fax Number:** 4083497750

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**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 - Dill to Yahoo - PTCH - signed 29-Apr-2014#page1.tif source=Trademark Assignment - US - Dill to Yahoo - PTCH - signed 29-Apr-2014#page2.tif source=Trademark Assignment - US - Dill to Yahoo - PTCH - signed 29-Apr-2014#page3.tif

TRADEMARK 900287816 REEL: 005271 FRAME: 0081

### TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of \( \text{Mril V1} \), 2014, by and between Dill, Inc., a Delaware Corporation (the "Company"), and Yahoo! Inc., a Delaware Corporation ("Yahoo").

WHEREAS, Yahoo and the Company have entered into that certain Agreement and Plan of Merger, dated as of December 3, 2013, pursuant to which the Company has become a whollyowned subsidiary of Yahoo.

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 <u>Exhibit 1</u> 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) irrevocably 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 Dill, Inc., by:  Roy Odd Red  Signature  Ronald S. Bell, Vice President and Secretary  Name  April 29, Will	For Yahoo! Inc., by:  Pool Nell  Signature  Ronald S. Bell, General Counsel and Secretary  Name  April 24, 2014
Date  Notary Seal:  MICHELE MARTINEZ  Commission # 190370  Notary Public - Californ  Santa Clara County  My Comm. Expires Sep 11.	Notary Seal:  MICHELLE MARTINEZ  Commission # 1903702  Notary Public - California
JURAT	JURAT
STATE OF CALIFORNIA COUNTY OF SANTA CLARA  \$ ss.	STATE OF CALIFORNIA COUNTY OF SANTA CLARA  \$5.
Subscribed and swom to (or affirmed) before me on this day of, 20th by	Subscribed and sworn to (or affirmed) before me on this 29 day of N(it 2014 by Power of 5 feet 1, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.  Whichelie Martinbz, Notary Public

# EXHIBIT 1

Country Trademark Reg. No.

United States PTCH 4,318,060