# OP \$65.00 4466291

ETAS ID: TM303124

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Instant IO, 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: 2**

Property Type	Number	Word Mark	
Registration Number:	4466291	PEERCDN	
Registration Number:	4474611	INSTANT IO	

# 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 AvenueAddress 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 - Instant IO to Yahoo - signed 29-Apr-2014#page1.tif source=Trademark Assignment - US - Instant IO to Yahoo - signed 29-Apr-2014#page2.tif source=Trademark Assignment - US - Instant IO to Yahoo - signed 29-Apr-2014#page3.tif

TRADEMARK REEL: 005271 FRAME: 0258

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### TRADEMARK ASSIGNMENT

WHEREAS, Yahoo and the Company have entered into that certain Stock Purchase Agreement, dated as of December 16, 2013 (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 <u>Schedule A</u> 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
  - 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.

	t 10, Inc. by; WMX	For Yahoo! Inc. by: Rivald Algel
Signature		Signature
	Bell. Vice President and Secretary	Ronald S. Bell, General Counsel and Secretary
Name .	ril 29,2014	Name April 29, 2014
Date		Date
Notary Sea	Alt:  Commission # 190370;  Notary Public - California  By Comm. Expires Sep 11, 2014	Notary Seal:  MICHELLE MARTINEZ Commission # 1903702 Notary Public - California Santa Clara County Wy Comm. Expires Sea 11, 2014
	JURAT	
	STATE OF CALIFORNIA COUNTY OF SANTA CLARA  S5.	
	Subscribed and swom to (or affirmed) before me on April 5 by April 5 proved to me on the basis of satisfactory evidence to appeared before ane.	· RU

# **SCHEDULE A**

Country	Trademark	Reg. No.
United States	PEERCDN	4,466,291
United States	INSTANT IO	4,474,611