

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summly Limited		03/04/2014	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Summly Incorporated		
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:	4330953	SUMMLY	
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: 14			
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DEED OF INTELLECTUAL PROPERTY ASSIGNMENT

THIS DEED OF INTELLECTUAL PROPERTY ASSIGNMENT (this "Deed"), dated as of March 4, 2014 (the "Effective Date"), is made and entered into by and between Summly Incorporated, a Delaware corporation ("Summly"), and Summly Limited, a private limited company incorporated in England and Wales ("Summly Limited").

RECITALS

WHEREAS, Summly Limited is an indirectly wholly-owned subsidiary of Summly;

WHEREAS, Summly Limited intended to assign beneficial and economic ownership of the Summly Intellectual Property and Technology (as defined below), excluding the right to sue and recover damages for past, present and future infringement of any Summly Intellectual Property and Technology, to Summly as of November 8, 2012 while retaining legal title to the Summly Intellectual Property and Technology, including the right to sue and recover damages for past, present and future infringement of any Summly Intellectual Property and Technology;

WHEREAS, the parties hereto desire for Summly Limited to assign *nunc pro tunc* effective as of November 8, 2012 to Summly the beneficial and economic ownership of the Summly Intellectual Property and Technology, excluding the right to sue and recover damages for past, present and future infringement of any Summly Intellectual Property and Technology; and

WHEREAS, the parties hereto desire for Summly Limited to now assign to Summly the legal title to the Summly Intellectual Property and Technology, including the right to sue and recover damages for past, present and future infringement of any Summly Intellectual Property and Technology.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Deed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Definitions.

"Intellectual Property" means all intellectual property rights or proprietary rights and related priority rights protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention, including all (a) patents and patent applications, including any continuation, continuation-in-part, divisional and provisional applications and any patents issuing thereon and any reissues, reexaminations, substitutes and extensions of any of the foregoing ("Patents"), (b) trademarks, service marks, trade names, trade dress, logos, corporate names and other source or business identifiers and any registrations, applications, renewals and extensions of any of the foregoing and all goodwill associated with any of the foregoing ("Marks"), (c) Internet domain names and uniform resource locators

("Domain Names"), (d) copyrights, database rights, mask works and moral rights and any registrations, applications, renewals, extensions and reversions of any of the foregoing ("Copyrights"), (e) trade secrets, know-how and confidential and proprietary information, information, designs, formulae, compositions, algorithms, procedures, methods, techniques, ideas, research and development, data, specifications, processes, inventions (whether patentable or not and whether reduced to practice or not) and improvements, in each case, excluding any of the foregoing that comprise or are protected by issued Patents or published Patent applications and (f) rights in and to Software and other Technology, in each case whether registered or unregistered and including applications for the registration or grant and rights to apply for the registration or grant of any such rights and any and all forms of protection having equivalent or similar effect.

"Registered Intellectual Property" means any issued Patent, pending Patent application, Mark registration, application for Mark registration, Copyright registration, application for Copyright registration, Domain Name registration or other application, issuance or registration with respect to any Intellectual Property, in each case, owned, filed or applied for by Summly Limited, including the items set forth on Schedule 1 attached hereto.

"Software" means all (a) computer programs, including all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (d) documentation, including user manuals and other training documentation, related to any of the foregoing.

"Summly Intellectual Property and Technology" means all Intellectual Property and Technology owned by Summly Limited (including all Registered Intellectual Property).

"Technology" means all Software, technology, content, information, designs, formulae, compositions, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, subroutines, tools, materials, specifications, processes, inventions (whether patentable or not and whether reduced to practice or not), invention disclosures, improvements, apparatus, creations, discoveries, Works of Authorship, customer lists and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein.

"Works of Authorship" means all Software, content, images, graphics, text, photographs, artwork, audiovisual works, videos, sound recordings and other works of authorship and copyrightable works.

2. Assignment. Summly Limited hereby assigns, transfers, conveys and delivers to Summly absolutely with full title guarantee free from encumbrances (a) *nunc pro tunc* effective as of November 8, 2012, all of Summly Limited's beneficial and economic ownership in and to the Summly Intellectual Property and Technology, excluding the right to sue and recover damages for past, present and future infringement of any Summly Intellectual Property and

Technology and (b) effective as of the Effective Date, all other of Summly Limited's legal right, title and interest in and to the Summly Intellectual Property and Technology, including the right to sue and recover damages for past, present and future infringement of any Summly Intellectual Property and Technology, including, in the case of each of the foregoing clauses (a) and (b) (and except as provided in clause (a)), all of Summly Limited's rights, claims and privileges pertaining thereto.

3. Acceptance and Assumption. Summly hereby accepts the assignment, transfer, conveyance and delivery of Summly Limited's right, title and interest in, to and under the Summly Intellectual Property and Technology as set forth in this Deed.

4. Further Assurances. From time to time following the date hereof, (a) Summly Limited and Summly will execute, acknowledge and deliver all such further documents, conveyances, notices, assumptions, releases and acquittances and such other instruments as may be necessary or appropriate to fully vest or perfect in Summly all right, title and interest in and to the Summly Intellectual Property and Technology as set forth in this Deed (including Patent Assignments in the form of Exhibit A attached hereto and Trademark Assignments in the form of Exhibit B attached hereto for recordation with the appropriate governmental authorities), (b) Summly Limited will provide such cooperation to Summly as may be reasonably necessary or appropriate to cause to be conveyed to Summly and its successors or assigns all of the right, title and interest intended to be conveyed to Summly under this Deed and (c) Summly Limited and Summly will take such further actions to otherwise make effective the transactions contemplated by this Deed.

5. Miscellaneous.

(a) Successors and Assigns. This Deed and the rights and obligations of each party hereunder will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(b) Governing Law. This Deed will be construed and interpreted in accordance with and governed by the laws of England and Wales, without regard to the choice of law provisions thereof. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

(c) Counterparts. This Deed may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(d) Headings; Interpretation. Titles and headings of sections of this Deed are for convenience of reference only and will not affect the construction or interpretation of any provision of this Deed. The word "including" and words of similar import mean "including, without limitation," unless otherwise specified.

(e) Entire Agreement. This Deed (including the schedules and exhibits hereto) sets forth the entire understanding of the parties hereto relating to the subject matter

EXECUTION VERSION

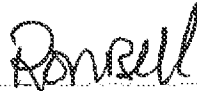
hereof and thereof and supersedes all prior agreements and understandings among or between any of the parties hereto relating to the subject matter hereof or thereof.

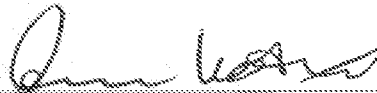
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EXECUTION VERSION

This document is executed as a deed and is delivered and takes effect on the Effective Date.

Executed as a deed by SUMMLY
INCORPORATED acting by Ron Bell and Aman
Kothari

By: 
Name: Ron Bell
Title: Secretary and Vice President

By: 
Name: Aman Kothari
Title: President, CFO and Treasurer

Executed as a deed by SUMMLY LIMITED acting
by Ted Holden and Aman Kothari

By: _____
Name: Ted Holden
Title: Director

By: 
Name: Ron Bell
Title: Director

EXECUTION VERSION

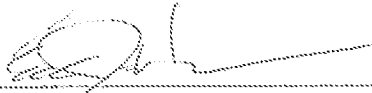
This document is executed as a deed and is delivered and takes effect on the Effective Date.

Executed as a deed by SUMMLY
INCORPORATED acting by Ron Bell and Aman
Kothari

By: _____
Name: Ron Bell
Title: Secretary and Vice President

By: _____
Name: Aman Kothari
Title: President, CFO and Treasurer

Executed as a deed by SUMMLY LIMITED acting
by Ted Holden and Aman Kothari

By:  _____
Name: Ted Holden
Title: Director

By: _____
Name: Ron Bell
Title: Director

SCHEDULE 1Registered Intellectual Property

<u>Pending Patent Applications</u>	<u>Record Owner</u>	<u>Jurisdiction Where Issued, Registered or Pending</u>	<u>Registration/Application Date and Number</u>	<u>Other Owners</u>
Graphical user interface for presenting a menu of options.	Summly LTD., Robin Razka, Nick D'Aloisio-Montilla, Bart K. Swanson	International application	11-Sep-2012 PCT/US2012/54566	N/A
Method and Apparatus for automatically summarizing the contents of electronic documents.	Summly LTD., Inderjeet Mani, Eugenio Ciurana, Nick D'Aloisio-Montilla, Bart K. Swanson	International application	11-Sep-2012 PCT/US2012/54572	N/A
Text Compression	Summly Ltd.	United Kingdom	07-Dec-2011 GB1121033.3	N/A
Method and Apparatus for automatically summarizing the contents of electronic documents.	Summly LTD. Applicant & Inventor: Inderjeet Mani, Eugenio Ciurana, Nick D'Aloisio-Montilla, Bart K. Swanson	United States	8-Dec-2011 61-568188	N/A

<u>Trademarks</u>	<u>Record Owner</u>	<u>Jurisdiction Where Issued, Registered or Pending</u>	<u>Registration/Application Date and Number</u>	<u>Other Owners</u>
SUMMLY	Summly LTD	U.S.	85/680,113 18-Jul-2012	N/A
SUMMLY	Summly LTD	United Kingdom	2596676 5-Oct-2011	N/A

EXECUTION VERSION

<u>Domain Names</u>	<u>Record Owner</u>	<u>Jurisdiction Where Issued, Registered or Pending</u>	<u>Registration/Application Date and Number</u>	<u>Other Owners</u>
Summ.ly	Nick D'Aloisio	N/A	25-Oct-2011	N/A
Summ.li	Summly LTD	N/A	31-Oct-2012	N/A
Summly.com	Summly LTD	N/A	28-Sep-2011	N/A
Summly.me	Summly LTD	N/A	28-Sep-2012	N/A

EXHIBIT A
DEED OF PATENT ASSIGNMENT

THIS DEED OF PATENT ASSIGNMENT (this "Deed of Assignment"), dated as of [●], 2014 (the "Effective Date"), is made and entered into by and between Summly Incorporated, a Delaware corporation ("Summly"), and Summly Limited, a private limited company incorporated in England and Wales ("Summly Limited").

RECITALS

WHEREAS, Summly Limited is an indirectly wholly-owned subsidiary of Summly;

WHEREAS, the parties hereto desire for Summly Limited to assign *nunc pro tunc* effective as of November 8, 2012 to Summly the beneficial and economic ownership of the patents and patent applications listed on Schedule 1 hereto (the "Assigned Patents"), excluding the right to sue and recover damages for past, present and future infringement of any Assigned Patents; and

WHEREAS, the parties hereto desire for Summly Limited to now assign to Summly the legal title to the Assigned Patents, including the right to sue and recover damages for past, present and future infringement of any Assigned Patents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Deed of Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assigned Patents. Summly Limited hereby assigns, transfers, conveys and delivers to Summly absolutely with full title guarantee free from encumbrances (a) *nunc pro tunc* effective as of November 8, 2012, all of Summly Limited's beneficial and economic ownership of the Assigned Patents, excluding the right to sue and recover damages for past, present and future infringement of any Assigned Patents and (b) effective as of the Effective Date, all other of Summly Limited's legal right, title and interest in and to the Assigned Patents, including the right to sue and recover damages for past, present and future infringement of any Assigned Patents, including, in the case of each of the foregoing clauses (a) and (b) (and except as provided in clause (a)), all of Summly Limited's rights, claims and privileges pertaining thereto.

2. Counterparts. This Deed of Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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EXECUTION VERSION

This document is executed as a deed and is delivered and takes effect on the date first set forth above.

Executed as a deed by SUMMLY
INCORPORATED acting by [*name of first
director*], a director and [*name of second director
or secretary*], a [*director or secretary*]

By: _____
Name:
Title:

By: _____
Name:
Title:

Executed as a deed by SUMMLY LIMITED acting
by [*name of first director*], a director and [*name of
second director or secretary*], a [*director or
secretary*]

By: _____
Name:
Title:

By: _____
Name:
Title:

{SIGNATURE PAGE TO DEED OF PATENT ASSIGNMENT}

Schedule 1

Assigned Patents

<u>Pending Patent Applications</u>	<u>Record Owner</u>	<u>Jurisdiction Where Issued, Registered or Pending</u>	<u>Registration/Application Date and Number</u>	<u>Other Owners</u>
Graphical user interface for presenting a menu of options.	Summly LTD., Robin Razka, Nick D'Aloisio-Montilla, Bart K. Swanson	International application	11-Sep-2012 PCT/US2012/54566	N/A
Method and Apparatus for automatically summarizing the contents of electronic documents.	Summly LTD., Inderjeet Mani, Eugenio Ciurana, Nick D'Aloisio-Montilla, Bart K. Swanson .	International application	11-Sep-2012 PCT/US2012/54572	N/A
Text Compression	Summly Ltd.	United Kingdom	07-Dec-2011 GB1121033.3	N/A
Method and Apparatus for automatically summarizing the contents of electronic documents.	Summly LTD. Applicant & Inventor: Inderjeet Mani, Eugenio Ciurana, Nick D'Aloisio-Montilla, Bart K. Swanson	United States	8-Dec-2011 61-568188	N/A

EXHIBIT B
DEED OF TRADEMARK ASSIGNMENT

THIS DEED OF TRADEMARK ASSIGNMENT (this "Deed of Assignment"), dated as of [●], 2014 (the "Effective Date"), is made and entered into by and between Summly, Incorporated, a Delaware corporation ("Summly"), and Summly Limited, a private limited company incorporated in England and Wales ("Summly Limited").

RECITALS

WHEREAS, Summly Limited is an indirectly wholly-owned subsidiary of Summly;

WHEREAS, the parties hereto desire for Summly Limited to assign *nunc pro tunc* effective as of November 8, 2012 to Summly the beneficial and economic ownership of the trademark and service mark registrations and applications for trademark and service mark registrations listed on Schedule 1 hereto, together with all goodwill associated with any of the foregoing (the "Assigned Marks"), excluding the right to sue and recover damages for past, present and future infringement of any Assigned Marks; and

WHEREAS, the parties hereto desire for Summly Limited to now assign to Summly the legal title to the Assigned Marks, including the right to sue and recover damages for past, present and future infringement of any Assigned Marks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Deed of Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assigned Marks. Summly Limited hereby assigns, transfers, conveys and delivers to Summly absolutely with full title guarantee free from encumbrances (a) *nunc pro tunc* effective as of November 8, 2012, all of Summly Limited's beneficial and economic ownership of the Assigned Marks, excluding the right to sue and recover damages for past, present and future infringement of any Assigned Marks and (b) effective as of the Effective Date, all other of Summly Limited's legal right, title and interest in and to the Assigned Marks, including the right to sue and recover damages for past, present and future infringement of any Assigned Marks, including, in the case of each of the foregoing clauses (a) and (b) (and except as provided in clause (a)), all of Summly Limited's rights, claims and privileges pertaining thereto.

2. Counterparts. This Deed of Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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EXECUTION VERSION

This document is executed as a deed and is delivered and takes effect on the date first set forth above.

Executed as a deed by SUMMLY
INCORPORATED acting by [*name of first
director*], a director and [*name of second director
or secretary*], a [*director or secretary*]

By:
Name:
Title:

By:
Name:
Title:

Executed as a deed by SUMMLY LIMITED acting
by [*name of first director*], a director and [*name of
second director or secretary*], a [*director or
secretary*]

By:
Name:
Title:

By:
Name:
Title:

[SIGNATURE PAGE TO DEED OF TRADEMARK ASSIGNMENT]

Schedule 1

Assigned Marks

<u>Trademarks</u>	<u>Record Owner</u>	<u>Jurisdiction Where Issued, Registered or Pending</u>	<u>Registration/Application Date and Number</u>	<u>Other Owners</u>
SUMMLY	Summly LTD	U.S.	85/680,113 18-Jul-2012	N/A
SUMMLY	Summly LTD	United Kingdom	2596676 5-Oct-2011	N/A