

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM333934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BrightRoll, Inc.		03/03/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yahoo! Inc.		
<b>Street Address:</b>	701 1st Avenue		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94089		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3281786	BRIGHTROLL	
<b>Registration Number:</b>	4409390	BRIGHTROLL	
<b>Registration Number:</b>	4409391	BRIGHTROLL	
<b>Registration Number:</b>	4179229	BRIGHTROLL	
<b>Registration Number:</b>	4278264	BRIGHTROLL	
<b>Registration Number:</b>	3916485	BRX	
<b>Registration Number:</b>	4427366	BRX	
<b>Serial Number:</b>	86017863	BRX	
<b>Registration Number:</b>	4179279	BRX	
<b>Registration Number:</b>	4278275	BRX	
<b>Registration Number:</b>	3899610	SMART VIDEO ADVERTISING	
<b>Serial Number:</b>	85768382	SMARTVIEW	
<b>Registration Number:</b>	4512745	SMARTVIEW	
<b>Registration Number:</b>	4409389	VIDEORANK	
<b>Serial Number:</b>	85484301	VIDEORANK	
<b>Registration Number:</b>	4400800	BRIQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$415.00 3281786

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 408-349-3300  
**Email:** tmbox@yahoo-inc.com  
**Correspondent Name:** Shannon Mo  
**Address Line 1:** 701 1st Avenue  
**Address Line 4:** Sunnyvale, CALIFORNIA 94089

<b>NAME OF SUBMITTER:</b>	Shannon Mo - Yahoo! Inc.
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<b>SIGNATURE:</b>	/Shannon Mo/
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<b>DATE SIGNED:</b>	03/03/2015
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of March 3, 2015 by and between BrightRoll, 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 12, 2014 (the "Merger Agreement"), pursuant to which the Company has agreed to merge entirely into a wholly-owned subsidiary of Yahoo (such merger, the "Merger").

**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**, following the consummation of the Merger, 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 Merger 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 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 BrightRoll, Inc., by:

Ronald S. Bell

Signature

Ronald S. Bell, Vice President and Secretary

Name

March 3, 2015

Date

Notary Seal:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

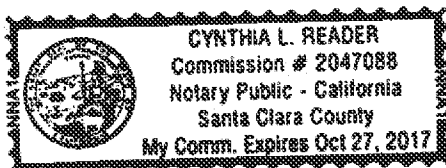
County of Santa Clara

Subscribed and sworn to (or affirmed) before me this 3rd day

of March, 2015, by Ronald S. Bell

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Cynthia L. Reader (Seal)



For Yahoo! Inc., by:

Ronald S. Bell

Signature

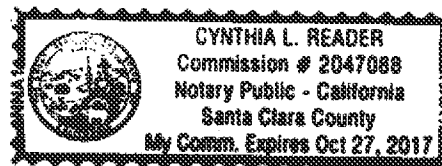
Ronald S. Bell, General Counsel and Secretary

Name

March 3, 2015

Date

Notary Seal:



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me this 3rd day

of March, 2015, by Ronald S. Bell

\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Cynthia L. Reader (Seal)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK  
REEL: 005470 FRAME: 0641

**EXHIBIT 1**

<b>Trademark</b>	<b>Country</b>	<b>Appln No Appln Date</b>	<b>Reg No Reg Date</b>	<b>Class(es)</b>
BRIGHTROLL	Australia (IB)	1204156 11-Dec-2013	1204156 11-Dec-2013	35, 36, 38, 42
BRIGHTROLL	Canada	1580202 1-Jun-2012		N/A
BRIGHTROLL	China (IB)	1204156 11-Dec-2013	1204156 11-Dec-2013	35, 36, 38, 42
BRIGHTROLL	CTM	010928448 31-May-2012	010928448 11-Dec-2012	35, 36, 38, 42
BRIGHTROLL	United States	77033606 31-Oct-2006	3281786 21-Aug-2007	35
BRIGHTROLL	United States	85485419 1-Dec-2011	4409390 1-Oct-2013	35
BRIGHTROLL	United States	85485421 1-Dec-2011	4409391 1-Oct-2013	36
BRIGHTROLL	United States	85485423 1-Dec-2011	4179229 24-Jul-2012	38
BRIGHTROLL	United States	85485424 1-Dec-2011	4278624 22-Jan-2013	42
BRIGHTROLL	WIPO	1204156 11-Dec-2013	1204156 11-Dec-2013	35, 36, 38, 42
BRIQ	Canada	1579782 30-May-2012		N/A
BRIQ	CTM	010917813 28-May-2012	010917813 30-Mar-2013	36, 36, 42
BRIQ	United States	85484309 30-Nov-2011	4400800 10-Sep-2013	42
BRX	Australia (IB)	1204157 11-Dec-2013	1204157 11-Dec-2013	35, 36, 38, 42
BRX	Canada	1580203 1-Jun-2012		N/A
BRX	Canada	1652921 21-Nov-2013		N/A
BRX	China (IB)	1204157 11-Dec-2013	1204157 11-Dec-2013	35, 36, 38, 42
BRX	CTM	010928422 31-May-2012	010928422 11-Dec-2012	35, 36, 38, 42
BRX	CTM	012334603 22-Nov-2013	012334603 21-Apr-2014	35, 36, 42
BRX	United States	85035109 11-May-2010	3916485 8-Feb-2011	35
BRX	United States	85486234 2-Dec-2011	4427366 5-Nov-2013	35
BRX	United States	86017863 23-Jul-2013		36

Trademark	Country	Appln No Appln Date	Reg No Reg Date	Class(es)
BRX	United States	85486244 2-Dec-2011	4179279 24-Jul-2012	38
BRX	United States	85486249 2-Dec-2011	4278275 22-Jan-2013	42
BRX	WIPO	1204157 11-Dec-2013	1204157 11-Dec-2013	35, 36, 38, 42
SMART VIDEO ADVERTISING	United States	85013248 13-Apr-2010	3899610 4-Jan-2011	35
SMARTVIEW	Canada	1624523 29-Apr-2013		N/A
SMARTVIEW	CTM	011772878 26-Apr-2013		35, 36, 38, 42
SMARTVIEW	United States	85768382 31-Oct-2012		35
SMARTVIEW	United States	85981321 31-Oct-2012	4512745 8-Apr-2014	35
VIDEORANK	United States	85484304 30-Nov-2011	4409389 1-Oct-2013	35
VIDEORANK	United States	85484301 30-Nov-2011		36