

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luminate, Inc.		03/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Yahoo! Inc.		
Street Address:	701 1st Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94089		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4491488	LUMINATE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	408-349-3300		
Email:	tmbox@yahoo-inc.com		
Correspondent Name:	Shannon Mo, Yahoo! Inc.		
Address Line 1:	701 1st Avenue		
Address Line 4:	Sunnyvale, CALIFORNIA 94089		
NAME OF SUBMITTER:	Shannon Mo - Yahoo! Inc.		
SIGNATURE:	/Shannon Mo/		
DATE SIGNED:	03/03/2015		
Total Attachments: 4			
source=Trademark Assignment Agreement - Luminate to Yahoo - signed 3-Mar-2015#page1.tif			
source=Trademark Assignment Agreement - Luminate to Yahoo - signed 3-Mar-2015#page2.tif			
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OP \$40.00 4491488

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of March 3, 2015 by and between Luminate, 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 September 2, 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 Luminate, Inc., by:

Ronald S. Bell

Signature

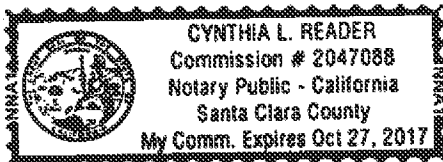
Ronald S. Bell, Vice President and Secretary

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 Cyn (Seal)

For Yahoo! Inc., by:

Ronald S. Bell

Signature

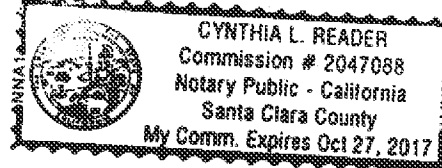
Ronald S. Bell, General Counsel and Secretary

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 Cyn (Seal)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005470 FRAME: 0655

EXHIBIT I

Trademark	Country	Appln No Appln Date	Reg No Reg Date	Class(es)
ALUMINUM	Brazil	831277319 7-Dec-2011		9
ALUMINUM	CTM	010467827 5-Dec-2011	010467827 26-Jul-2012	9, 35, 38, 42, 45
ALUMINUM	India	2244210 5-Dec-2011		9
ALUMINUM	India	2244211 5-Dec-2011		35
LUMINATE	Brazil	831277343 7-Dec-2011		9
LUMINATE	Brazil	831277327 7-Dec-2011		38
LUMINATE	Brazil	831277297 7-Dec-2011		42
LUMINATE	Canada	1554512 1-Dec-2011	TMA867655 18-Dec-2013	N/A
LUMINATE	China	10277132 7-Dec-2011	10277132 28-Jun-2013	35
LUMINATE	China	10277133 7-Dec-2011	10277133 14-Feb-2013	38
LUMINATE	Colombia	11 168831 7-Dec-2011	455302 17-Aug-2012	9
LUMINATE	Colombia	11 168832 7-Dec-2011		35
LUMINATE	Colombia	11 168833 7-Dec-2011	477641 28-Sep-2012	38
LUMINATE	Colombia	11 168834 7-Dec-2011	477615 28-Sep-2012	42
LUMINATE	Costa Rica	2011-0010635 27-Oct-2011	220395 10-Aug-2012	9, 35, 38, 42
LUMINATE	CTM	010359867 21-Oct-2011	010359867 7-May-2012	9, 35, 38, 42, 45
LUMINATE	India	2242138 30-Nov-2011		9
LUMINATE	India	2242140 30-Nov-2011		35
LUMINATE	India	2242142 30-Nov-2011		42
LUMINATE	Indonesia	D002011050048 7-Dec-2011	IDM000425613 25-Sep-2014	9, 35, 38, 42
LUMINATE	Malaysia	2011018710 24-Oct-2011		9
LUMINATE	Malaysia	2011018711 24-Oct-2011		35
LUMINATE	Malaysia	2011018712 24-Oct-2011		38

Trademark	Country	Appln No Appln Date	Reg No Reg Date	Class(es)
LUMINATE	Malaysia	2011018713 24-Oct-2011		42
LUMINATE	Mexico	1223049 26-Oct-2011	1276201 28-Mar-2012	9
LUMINATE	Mexico	1223052 26-Oct-2011	1338201 13-Dec-2012	35
LUMINATE	Mexico	1223050 26-Oct-2011	1275820 27-Mar-2012	38
LUMINATE	Norway	201112052 25-Oct-2011	265874 13-Jun-2012	9, 35, 38, 42
LUMINATE	Philippines	4-2011-014336 1-Dec-2011		9, 35, 38, 42
LUMINATE	South Africa	2011/27298 27-Oct-2011	2011/27298 28-Jun-2013	9
LUMINATE	South Africa	2011/27299 27-Oct-2011	2011/27299 28-Jun-2013	35
LUMINATE	South Africa	2011/27300 27-Oct-2011	2011/27300 28-Jun-2013	38
LUMINATE	South Africa	2011/27301 27-Oct-2011	2011/27301 28-Jun-2013	42
LUMINATE	Switzerland	62068/2011 27-Oct-2011	626687 7-Mar-2012	7, 9, 35, 38, 42
LUMINATE	Taiwan	100054619 25-Oct-2011	01546330 1-Nov-2012	9, 35, 38, 42
LUMINATE	Turkey	2011/90623 4-Nov-2011	2011 90623 30-Oct-2012	9, 35, 38, 42
LUMINATE	United States	85339900 7-Jun-2011	4491488 4-Mar-2014	35, 42
LUMINATE	Vietnam	4201122748 27-Oct-2011	40209161 22-Jul-2013	9, 35, 38, 42