

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlobalMotion Media, Inc.		02/02/2011	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TripAdvisor LLC		
Street Address:	400 1st Avenue		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3436764	EVERYTRAIL	
Registration Number:	3573360	GLOBALMOTION	
CORRESPONDENCE DATA			
Fax Number:	6172613175		
<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:	617-261-3100		
Email:	kathleen.burch@klgates.com		
Correspondent Name:	David J. Byer		
Address Line 1:	State Street Financial Center		
Address Line 2:	One Lincoln Street		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	David J. Byer		
SIGNATURE:	/David J. Byer/		
DATE SIGNED:	03/24/2016		
Total Attachments: 9			
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GLOBALMOTION MEDIA ASSIGNMENT AND LICENSE AGREEMENT

This GLOBALMOTION MEDIA ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement") is made and entered into effective as of February 2, 2011 (the "Effective Date") by and between:

GlobalMotion Media, Inc., a company organized under the laws of the state of California, with its principal place of business located at 530 University, Suite A, Palo Alto, CA 94301 ("GMM"),

and

TripAdvisor LLC, a company organized and existing under the laws of Delaware, with its principal place of business at 141 Needham Street, Newton, MA 02464 ("TripAdvisor").

(GMM and TripAdvisor are collectively referred to as the "Parties" and individually referred to as a "Party")

RECITALS

- A. On February 2, 2011, TripAdvisor acquired GMM, a company operating the GMM business which focused on travel-related mobile applications.
- B. GMM is now part of TripAdvisor's ongoing business of creating, managing and exploiting an online travel search engine and directory (the "TripAdvisor Business").
- C. TripAdvisor wishes to acquire from GMM certain intangible property relating to the GMM business (defined herein as the "TripAdvisor Intangible Property") and Confidential Information (as defined herein) to promote, distribute and sell advertising and ancillary services to advertisers and other customers worldwide. In addition, TripAdvisor wishes to acquire legal title to the TripAdvisor Intangible Property for ease of administration.
- D. GMM wishes to retain a limited, non-exclusive, right and license, with the right to grant and authorize sublicenses, to utilize any of the TripAdvisor Intangible Property and Confidential Information to promote, distribute and sell advertising and ancillary services to advertisers and other customers in the Territory (as defined herein), upon the terms and conditions provided herein, with respect to the legacy GMM business.
- E. GMM agrees to transfer and assign to TripAdvisor, all right, title and interest in and to the TripAdvisor Intangible Property and Confidential Information, subject to a license to be retained by GMM with respect to the Territory.
- F. The Parties intend that the payments to be made by TripAdvisor under this Agreement shall compensate GMM for the TripAdvisor Intangible Property and Confidential Information transferred and assigned to TripAdvisor hereunder.

The Parties hereby agree as follows:

Section 1 – Definitions

For purposes of this Agreement, the following terms shall have the meanings and definitions set forth below:

1.1 “Affiliate” of a Party shall mean and include any entity or association controlled by, controlling or under common control with such Party. For the purposes of this definition, the term “control” shall mean the ownership of more than fifty percent (50%) of the voting shares in any entity or association.

1.2 “Confidential Information” shall mean and include all information, not in the public domain, that relates to the TripAdvisor Intangible Property. Confidential Information may be communicated electronically, orally, visually, in writing or in any other recorded or tangible form. All information and data shall be considered to be Confidential Information hereunder if as of the Effective Date (a) GMM has marked them as such, (b) GMM, electronically, orally or in writing, has advised TripAdvisor of their confidential nature, or (c) due to their character or nature, a reasonable person in a like position and under like circumstances would treat them as confidential.

1.3 “Intangible Property” shall mean any and all intellectual property or intangible property rights, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including but not limited to: (i) copyrights (including but not limited to reviews and editorial content), trade secrets, know-how, domains, trademarks, patents, inventions, designs, logos and trade dress, “moral rights,” mask works, rights of personality, publicity or privacy, rights in associate or vendor information, rights in user and customer information (including but not limited to customer lists and customer data), and any other such intellectual property and proprietary rights (including but not limited to rights in databases, marketing strategies and marketing surveys); (ii) any application or right to apply for any of the rights referred to in this clause; and (iii) any and all renewals, extensions, future equivalents and restorations thereof, now or hereafter in force and effect.

1.4 “TripAdvisor Intangible Property” shall mean any and all Intangible Property throughout the world, owned, or otherwise held by GMM relating to the GMM business in existence prior to the Effective Date.

1.5 “Territory” shall mean the United States.

Section 2 – Assignment to TripAdvisor

2.1 GMM hereby grants, assigns, transfers, sells, conveys and delivers to TripAdvisor, and TripAdvisor hereby acquires and accepts from GMM, the entire right, title and interest in and to the TripAdvisor Intangible Property and Confidential Information, subject to a Retained License (as defined in Section 3), upon the terms and conditions provided herein, and subject to licenses that GMM (or its predecessors) may have granted to third parties in the scope of the business, but otherwise free and clear of all liens, encumbrances, claims and rights of third parties. Such assignment includes, but is not limited to, the right to sue for past, present and future infringement claims with respect to the TripAdvisor Intangible Property (the “Assignment”).

2.2 The Assignment shall be effective as of the Effective Date, from and after which date TripAdvisor shall be the beneficial owner of the TripAdvisor Intangible Property, subject to the Retained License, for all purposes, and GMM shall hold the TripAdvisor Intangible Property as nominee for the

benefit of TripAdvisor until such TripAdvisor Intangible Property have been formally transferred to TripAdvisor.

2.3 To the extent that under applicable law any of the TripAdvisor Intangible Property may not be assigned to TripAdvisor pursuant to this Section 2, GMM hereby agrees to grant a worldwide exclusive, freely assignable, perpetual, worldwide, irrevocable and unconditional license to TripAdvisor to (a) make, use, and copy the TripAdvisor Intangible Property, (b) publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of, and otherwise commercially or non-commercially exploit any of the TripAdvisor Intangible Property, (c) make (or have made) modifications, improvements, enhancements or further developments to the TripAdvisor Intangible Property, and (d) otherwise develop (or have developed), market, support, and commercially exploit the TripAdvisor Intangible Property, subject to the Retained License.

2.4 In consideration for the Assignment (or a license under Section 2.3), TripAdvisor shall pay to GMM a lump-sum amount of \$901,550. The Parties intend that the consideration for the Assignment reflects the arm's length value of the rights assigned (or licensed) to TripAdvisor under this Section 2.

2.5 Payment shall be made by Licensee within ninety (90) days from the execution date of this Agreement via a promissory note bearing arm's length interest.

2.6 Upon TripAdvisor's request, GMM shall deliver to TripAdvisor or its designee all files, records, notes and correspondence with respect to the prosecution, registration and maintenance of legal title to the TripAdvisor Intangible Property.

2.7 TripAdvisor shall not be deemed to assume, under the Assignment or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of GMM of any nature whatsoever, whether known or unknown, fixed or contingent, or accrued or unaccrued. GMM agrees to defend, indemnify and hold harmless TripAdvisor from and against any and all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever, arising out of, in connection with, or relating to any breach of the warranties or representations made by GMM under this Section 2.

2.8 If the assignment or transfer by GMM of any contract or agreement related to the TripAdvisor Intangible Property shall require the consent of any other party, and if the making of an agreement to assign would, under any such agreement, constitute a breach thereof or impair the rights of GMM thereunder (and/or TripAdvisor as the successor in interest), then this Agreement shall not be construed as an agreement to make an assignment of such agreement, but GMM shall take all reasonable steps to obtain for TripAdvisor the benefits of such agreements even though GMM may remain liable to the other party or parties to such agreements.

2.9 To the extent permitted under applicable law, and to the extent not cured, GMM may terminate the Assignment pursuant to any material breach or default by TripAdvisor of its obligations under this Agreement (including the non-payment of the compensation due by TripAdvisor under Section 2.4). Upon such a termination, the right, title and interest in and to the TripAdvisor Intangible Property and Confidential Information shall revert back to GMM, and TripAdvisor shall not take any actions that could jeopardize or harm GMM's rights in the TripAdvisor Intangible Property and Confidential Information.

Section 3 - Retained License

3.1 GMM hereby retains a limited, non-exclusive right and license, with the right to grant and authorize sublicenses, to utilize any of the TripAdvisor Intangible Property and Confidential Information to promote, distribute and sell advertising and ancillary services to advertisers and other customers in the Territory with respect to the legacy GMM business; for purposes of this Section 3.1, the right and license to utilize the TripAdvisor Intangible Property and Confidential Information shall include the worldwide right to (a) make, use, and copy the TripAdvisor Intangible Property, (b) publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of, and otherwise commercially or non-commercially exploit any of the TripAdvisor Intangible Property, (c) make (or have made) modifications, improvements, enhancements or further developments to the TripAdvisor Intangible Property, and (d) otherwise develop (or have developed), market, support, and commercially exploit the TripAdvisor Intangible Property (the "Retained License").

3.2 Further to the Retained License, to the extent the Retained License applies to trademarks, trade names, trade dress and service marks, GMM's use of such trademarks, trade names, trade dress and service marks are subject to GMM's compliance with any trademark usage guidelines that may be provided to it by TripAdvisor from time to time.

3.3 The Parties acknowledge that the Retained License is only in the TripAdvisor Intangible Property in existence as of the Effective Date. GMM hereby acknowledges that it shall have no rights under this Agreement to additions, modifications, enhancements, updates, extensions, derivative works, formulations or further developments to the TripAdvisor Intangible Property ("Improvements") and that all right, title and interest in and to such Improvements shall be owned exclusively by TripAdvisor. To the extent that any right, title or interest in or to such Improvements does not vest in Licensor, Licensee agrees to assign to Licensor any such rights, title and interest.

3.5 Confidential Information

3.5.1 GMM shall not disclose or reveal any of the Confidential Information to any third party without the prior written authorization of TripAdvisor, which TripAdvisor may withhold in its sole discretion; *provided, however*, that the prior written authorization of TripAdvisor shall not be required for GMM to disclose the Confidential Information to those of GMM's Affiliates, employees, and subcontractors that (a) require access to the Confidential Information in order to permit GMM to exercise its rights and perform its obligations hereunder, and (b) have executed a nondisclosure agreement, in a form reasonably satisfactory to TripAdvisor, which effectively prohibits the unauthorized use or disclosure of the Confidential Information.

3.5.2 GMM shall implement all reasonable security measures, and shall take all reasonable actions, including, but not limited to, the initiation and prosecution of legal or administrative actions, to prevent the unauthorized use, appropriation or disclosure of any of the Confidential Information.

3.5.3 GMM's obligations under Sections 3.5.1 and 3.5.2 hereof shall not apply to the extent, but only to the extent, that any of the Confidential Information:

- (a) passes into the public domain through no fault of GMM;
- (b) is disclosed to GMM by a third party that is under no duty of nondisclosure to TripAdvisor; or

- (d) is required to be disclosed under any applicable law, regulation or governmental order of any country within the Territory; *provided, however*, that GMM shall give prior written notice to TripAdvisor of such legal disclosure requirement so that TripAdvisor can take appropriate action to protect the confidentiality, and prevent the unauthorized use or appropriation of such Confidential Information.

3.6 Intangible Property Rights

3.6.1 GMM hereby acknowledges that TripAdvisor has been assigned all rights, title and interest in the TripAdvisor Intangible Property and Confidential Information (collectively, the "Licensed Property") subject to the Retained License. GMM shall not utilize any of the Licensed Property for any purpose whatsoever, except as authorized herein, and shall not take any action which may, in the reasonable opinion of TripAdvisor, adversely affect or impair the Licensed Property.

3.6.2 GMM shall take such actions, and shall provide TripAdvisor with such assistance, as TripAdvisor shall reasonably request, in order to protect and perfect the Licensed Property throughout the Territory.

3.6.3 GMM shall provide TripAdvisor with timely written notice of any and all infringements or unauthorized uses by any third party of any of the Licensed Property within the Territory that come to the attention of GMM. TripAdvisor or its designee shall be solely responsible for taking all actions, in the courts, administrative agencies or otherwise, to prevent or enjoin any and all such infringements and unauthorized uses of the Licensed Property; *provided, however*, that GMM shall furnish TripAdvisor with such assistance as TripAdvisor shall reasonably request in connection with any such action to prevent or enjoin any such infringement or unauthorized use of any of the Licensed Property, including without limitation acting as the sole or joint claimant or plaintiff in any lawsuits or other proceedings, as permitted under applicable law.

3.6.4 If the use of any of the Licensed Property is, or in TripAdvisor's reasonable opinion is likely to be, prohibited by an order or injunction of a court of competent jurisdiction, TripAdvisor shall provide written notice thereof to GMM, and GMM shall immediately cease all use of such Licensed Property.

3.7 Term and Termination of Retained License

3.7.1 The Retained License shall enter into effect on the Effective Date hereof, and shall remain in full force and effect until December 31, 2011 unless terminated in accordance with the provisions of this Section 3.7. After this initial term, the Agreement shall be automatically renewed for one (1) year periods, unless either Party gives written notice of non-renewal at least sixty (60) calendar days before any renewal date. This Agreement may be terminated at any time by written mutual agreement between the Parties.

3.7.2 To the extent permitted under applicable law, TripAdvisor may terminate the Retained License, immediately upon providing written notice of termination to GMM, if:

- (a) GMM materially breaches any of its obligations under Section 3.5 (Confidential Information), Section 3.6 (Intangible Property Rights), or Section 3.8 (Compliance with Applicable Laws) of this Section 3;

- (b) GMM initiates any voluntary bankruptcy proceedings, is named as debtor in any involuntary bankruptcy proceeding which is not judicially dismissed within thirty (30) calendar days of the date of filing, suffers involuntary dissolution, suffers the appointment of a receiver or trustee over all or a substantial part of its assets or business, makes an assignment for the benefit of its creditors, fails to pay its debts as they fall due, or is placed under trusteeship;
- (c) any law, regulation or governmental order is enacted or issued, or is contemplated to be enacted or issued, which, in the reasonable opinion of TripAdvisor, jeopardizes or impairs the enforceability of any intellectual property rights in any of the Licensed Property in any country within the Territory, unless GMM, upon written request from TripAdvisor, agrees to refrain from utilizing the Licensed Property in such country; or
- (d) any unrelated third party (a) appropriates and/or acquires, or attempts to appropriate and/or acquire, by law, regulations, order or any other means the intellectual property rights embodied in or related to any of the Licensed Property or the rights retained by GMM hereunder, including, without limitation, through expropriation, (b) acquires or exercises control over GMM itself, or (c) attempts or undertakes the actions set forth in items (a) or (b) above.

3.7.3 Immediately upon termination of the Retained License pursuant to this Section 3.7, GMM shall (a) cease all use of the Licensed Property and (b) return to TripAdvisor all copies of all documents and other materials that contain or embody any of the Licensed Property that are in the possession of GMM as of the date of termination.

3.7.4 Termination of this Retained License for any reason whatsoever shall not relieve either Party of its obligations under Section 3.5 (Confidential Information), Section 3.6 (Intangible Property Rights), or Section 3.8 (Compliance with Applicable Laws) of this Agreement.

3.8 Compliance with Applicable Laws

3.8.1 In the exercise of their respective rights and the performance of their respective obligations under this Retained License, each Party shall comply with all applicable laws, regulations and governmental orders. GMM shall, at its own expense, obtain and maintain in full force and effect throughout the continuance of this Retained License, all licenses, permits, approvals and other governmental authorizations ("Approvals") required under applicable laws for the exercise of its rights and the performance of its obligations hereunder. Upon termination of the Retained License, GMM shall transfer all such Approvals to TripAdvisor, or to such other third party as TripAdvisor may designate, to the extent permitted under applicable laws.

3.8.2 Without limiting the generality of Section 3.8.1 hereof, GMM acknowledges and agrees that the Licensed Property is subject to export control by the United States Government. GMM shall, in the exercise of its rights and obligations under this Retained License, comply strictly with all export control laws and regulations applicable to the Licensed Property including, without limitation, U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774, and shall fully cooperate with TripAdvisor in securing any export license and authorizations required thereby. GMM agrees that it will not, and will cause its representatives, employees, agents, contractors and customers to agree not to, export, re-export, divert, release, transfer or disclose any of the Licensed Property or any direct product thereof, to any prohibited or restricted destination, end-use or end-user, except in accordance with all United States export

control laws and regulations. GMM will make its records available to TripAdvisor upon reasonable request to permit Licensor to confirm GMM's compliance with its obligations as set forth in this Section 3.8.2. GMM's obligations under this Section 3.8 shall survive the termination of this Retained License for any reason whatsoever.

3.8.3 Each Party agrees that it shall comply fully with all applicable anti-corruption and anti-bribery laws, including, but not limited to, the United States Foreign Corrupt Practices Act. Without limiting the generality of the foregoing obligation, each Party agrees that it shall not make, authorize, offer or promise to make or give any money or any other thing of value, directly or indirectly, to any government official or employee, political party, or candidate for political office for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder.

Section 4 – Limitation of Liability

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM, OR ATTRIBUTABLE TO, THIS AGREEMENT AND/OR THAT PARTY'S PERFORMANCE HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, BY OPERATION OF LAW, OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN PLACED ON NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Section 5 - General Provisions

5.1 Independent Contractors. In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the Parties are, and shall remain, independent contractors. Nothing in this Agreement shall be construed (a) to constitute the Parties as principal and agent, franchisor and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking, or (b) to authorize either Party to enter into any contract or other binding obligation on the part of the other Party, and neither Party shall represent to any other person, firm, corporation or other entity that it is authorized to enter into any such contract or other obligation on behalf of the other Party.

5.2 Accounting Method. Costs, revenue, the timing for the recognition of revenue and any other financial measure in this Agreement shall be determined under U.S. Generally Accepted Accounting Principles.

5.3 Currency. Unless otherwise agreed by the Parties, all payments contemplated hereby or made by the Parties in connection herewith shall be made in United States Dollars. If applicable, payments shall be translated into at the prevailing bookkeeping rate of currency exchange used by Licensor during the period in which such revenues and expenses accrued. All foreign currency translation will be made on a consistent basis.

5.4 Further Assurances. The Parties will each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

5.5 Governing Law. The laws of the Commonwealth of Massachusetts, U.S.A. (without reference to its principles of conflicts of law govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

5.6 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable.

5.7 No Waiver. The failure by either Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

5.8 Counterparts. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

5.9 Assignment. Neither Party shall have the right or power to assign any of its rights, or delegate the performance of any of its duties, under this Agreement without the prior written authorization of the other Party; *provided, however*, that such prior written authorization shall not be required for either Party to assign or otherwise transfer any of its rights, and/or delegate the performance of any of its duties hereunder, to any existing or newly formed Affiliate.

5.10 Authority. Each of the Parties represents to the other that (a) it has the corporate or other requisite power and authority to execute, deliver and perform this Agreement, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action, (c) it has duly and validly executed and delivered this Agreement, and (d) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

5.11 Subject Headings. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

5.12 Entire Agreement. This Agreement constitutes the final agreement between the Parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein are superseded by this Agreement.

[Remainder of This Page Intentionally Left Blank. Signature Page to Follow.]

The Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

GLOBALMOTION MEDIA, INC.

By: Tyler Young
Name: Tyler Young
Title: VP Finance + Administration
Date: 12/15/2011

TRIPADVISOR LLC

By: [Signature]
Name: STEPHEN KAUFER
Title: CEO
Date: 12/16/2011