

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oath Inc.		05/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fantastic Fox, Inc.		
Street Address:	67 E. Evelyn Avenue, Suite 200		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94041		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3455275	FLICKR	
Registration Number:	4508829	FLICKR	
Registration Number:	3743421		
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	(206) 359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Seth Reagan, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	39230-4001		
NAME OF SUBMITTER:	Seth Reagan		
SIGNATURE:	/Seth Reagan/		
DATE SIGNED:	08/09/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “**Agreement**”) is made and entered into as of May 29, 2018 (the “**Effective Date**”) by and between Oath Inc., a corporation organized under the laws of Delaware (“**Seller**”), and Fantastic Fox, Inc., a corporation organized under the laws of Delaware (“**Buyer**”). Seller and Buyer sometimes are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used in this Agreement but not otherwise defined in this Agreement will have the meanings set forth in the Asset Purchase Agreement.

RECITALS

A. Seller and Buyer have entered into the Asset Purchase Agreement dated as of April 19, 2018, as amended by an amendment dated as of May 29, 2018 (as so amended, the “**Asset Purchase Agreement**”) and certain Transaction Documents pursuant to which Buyer is acquiring the Purchased Assets and assuming the Assumed Liabilities.

B. In connection with the transactions contemplated by the Asset Purchase Agreement, Seller and Buyer desire to have Seller assign to Buyer certain Trademarks as set forth on Exhibit A (the “**Assigned Trademarks**”), in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. ASSIGNMENT OF ASSIGNED TRADEMARKS

In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in, to and under the Assigned Trademarks (including, without limitation, the goodwill symbolized by the Assigned Trademarks, and the right to sue for past, present or future infringement, misappropriation or violation of rights in, to or under the foregoing).

2. DISCLAIMER

EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN THE ASSET PURCHASE AGREEMENT, THE ASSIGNED TRADEMARKS ARE PROVIDED “AS IS” AND SELLER AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO ANY OF THE ASSIGNED TRADEMARKS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

3. GENERAL

3.1 Subject to Agreement. Nothing contained in this Agreement will change, amend, extend or alter (nor will it be deemed or construed as changing, amending, extending or

altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Agreement, the provisions of the Asset Purchase Agreement will control.

3.2 **Governing Law.** This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the choice of law principles thereof.

3.3 **No Third Party Beneficiaries; Successors and Assigns.** This Agreement will be binding upon and inure solely to the benefit of each party hereto and its permitted successors and assigns and nothing in this Agreement is intended to or will confer upon any other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

3.4 **Amendment, Waiver and Termination.** This Agreement cannot be amended, modified, supplemented, waived or terminated except by an instrument in writing specifically designated as an amendment hereto, signed by each of the parties hereto.

3.5 **Headings.** The descriptive headings of this Agreement are for convenience only and do not constitute a part of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

OATH INC.

By: 

Name: MARK ROSZKOWSKI

Title: HEAD OF CORPORATE DEVELOPMENT

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006410 FRAME: 0425

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

FANTASTIC FOX, INC.

By: 

Name: Don MacAskill

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

**EXHIBIT A
ASSIGNED TRADEMARKS**

See attached.

Unites States Trademark Registrations.

Mark	Country	Application #	File Date	Reg Date	Registration #	Status
FLICKR	United States	78626807	05/10/2005	06/24/2008	3455275	REGISTERED
FLICKR	United States	85538562	02/09/2012	04/08/2014	4508829	REGISTERED
FLICKR dots	United States	78968509	09/06/2006	01/26/2010	3743421	REGISTERED