

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exezars Limited		08/01/2022	limited company (Ltd.): CYPRUS
RECEIVING PARTY DATA			
Name:	Criteo Technology SAS		
Street Address:	32 rue Blanche		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75009		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5372389	BIDSWITCH	
Registration Number:	4971347	IPONWEB	
Registration Number:	6279809	MEDIAGRID	
Registration Number:	4971346	U-PLATFORM	
CORRESPONDENCE DATA			
Fax Number:	2129537201		
<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:	2124159200		
Email:	ny.trademark@dorsey.com		
Correspondent Name:	Sarah M. Robertson, Dorsey & Whitney LLP		
Address Line 1:	51 West 52nd Street		
Address Line 4:	New York, NEW YORK 10019-6119		
ATTORNEY DOCKET NUMBER:	487211-00007		
DOMESTIC REPRESENTATIVE			
Name:	Sarah M. Robertson, Dorsey & Whitney LLP		
Address Line 1:	51 West 52nd Street		
Address Line 4:	New York, NEW YORK 10019-6119		

OP \$115.00 5372389

NAME OF SUBMITTER:	Sarah M. Robertson
SIGNATURE:	/smr/
DATE SIGNED:	11/30/2022
Total Attachments: 10 source=Assignment Agreement#page1.tif source=Assignment Agreement#page2.tif source=Assignment Agreement#page3.tif source=Assignment Agreement#page4.tif source=Assignment Agreement#page5.tif source=Assignment Agreement#page6.tif source=Assignment Agreement#page7.tif source=Assignment Agreement#page8.tif source=Assignment Agreement#page9.tif source=Assignment Agreement#page10.tif	

SECOND IP ASSIGNMENT AGREEMENT - INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (the "Assignment"), effective as of August 1, 2022 (the "Effective Date"), is by and between Exezars Limited, a company incorporated under the laws of Cyprus, whose registered office is at 17 Ifigeneias, 2007 Strovolos, Nicosia, Cyprus, whose identification number is 215346, ("Assignor"), and Criteo Technology SAS, a *société par actions simplifiée* incorporated under the laws of France, whose registered office is at 32, rue Blanche, 75009 Paris and whose registration number is 908 274 038 RCS Paris ("Assignee" and together with Assignor, each a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Local Asset Purchase Agreement (defined herein below).

WHEREAS, Assignor and Assignee are parties to that certain Local Asset Purchase Agreement, dated August 1, 2022 (the "Local Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, assign and deliver to Assignee, and Assignee shall purchase, acquire and accept from Assignor all of Assignor's right, title, and interest in, to and under all Intellectual Property Rights included in the Local Assets, including, but not limited to, the registrations and applications set forth on Schedule A, which is incorporated herein by this reference (collectively, the "Assigned IP"), in each case as of the Local Closing and free and clear of all Encumbrance, for the Consideration;

WHEREAS, this Assignment is being executed to effect and record the assignment and sale from Assignor to Assignee of the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in, to and under the Assigned IP, and all goodwill of the Business associated with and symbolized by the Assigned IP, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, unfair competition, or other violation of the Assigned IP; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned IP; and (iii) all rights corresponding to the Assigned IP throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. Purchase Price.

a. The aggregate purchase price to be paid by the Assignee to the Assignor for all the Assigned IP shall be equal to the Euro equivalent of \$2,150,901 (two million one hundred fifty thousand nine hundred one US dollars) (the "**IP Purchase Price**"). The IP Purchase Price shall be paid in accordance with clauses 6.2.c. and 6.3 of the Local Asset Purchase Agreement as part of the Local Closing Purchase Price (as defined in the Local Asset Purchase Agreement), without any duplication.

b. For the purpose of article 4 of the Stamp Duty Law (19/1963), the IP Purchase Price is allocated as follows:

i. Trademarks: €1,059,696 (one million fifty-nine thousand six hundred ninety-six Euros)

- ii. Domain name registrations: €1,059,696 (one million fifty-nine thousand six hundred ninety-six Euros)

Such allocation of the IP Purchase Price is solely for the purposes of compliance with article 4 of the Stamp Duty Law (19/1963) and shall under no circumstance give right to any claim regarding the valuation of the assets taken separately.

3. Moral Rights. Any assignment of copyrights under this Assignment includes all moral rights. To the extent moral rights cannot be transferred or assigned under applicable law and to the extent allowed by applicable law, the Assignor hereby waives all moral rights with respect to all copyrights and copyrightable works included in the Assigned IP, and all uses thereof, and consents to any action of Assignee that would violate such moral rights in the absence of such waiver or consent.

4. Recordation. Assignor hereby requests the Commissioner of Patents and Trademarks, U.S. Copyright Office, domain name registrars and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the trademarks, copyrights, domain names or other Assigned IP (as applicable), and to issue any and all trademarks, copyrights, domain names or other Assigned IP (as applicable) to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.

5. Taxes.

Taxes. Assignor shall bear any income Taxes on capital gain, stamp duty, real estate transfer Tax and other transfer Taxes (for the avoidance of doubt, including duties, customs, excise taxes and similar taxes triggered by the transactions contemplated by this Assignment and excluding VAT) (including interest and penalties) payable in respect of the Assigned IP incurred in connection with the transactions contemplated by this Assignment.

Withholding. If and to the extent laws, rules, regulations or the directive of a competent Taxing Authority require withholding of income taxes or other Taxes (but excluding withholding of VAT or transfer taxes) imposed on any amount payable under this Assignment, the Assignee shall make such withholding payments as required and subtract such withholding payments from the amount otherwise payable under this Assignment; if and to the extent such payment of Taxes is made, the amount so withheld shall be deemed to have been paid to the Assignor and the Assignee shall be deemed to have satisfied its obligation pay the IP Purchase Price up to the amount of such withholding. The Assignee shall promptly deliver to the Assignor proof of payment of all such Taxes together with copies of all communications from or with such Taxing Authority with respect thereto, and shall provide such other information and documents as the Assignor may reasonably request in connection with efforts of the Assignor to claim the Tax benefits associated with such payments.

6. Successors and Assigns. This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

7. Section Headings. The section headings contained in this Assignment are inserted for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

8. Governing Law. This Assignment shall be governed by, and construed in all aspects, in accordance with French law, without regard to its conflict of law provisions to the extent they would require application of the laws of another jurisdiction.

9. Further Assurances. At any time or from time to time after the date hereof, the Assignor shall, at the request of the Assignee, execute and deliver any further instruments or documents and take all such further action as the Assignee may reasonably request in order to evidence or perfect the consummation of this Assignment.

10. Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Assignment, they shall take any actions necessary to render the remaining provisions of this Assignment valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Assignment to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties to the greatest extent legally permissible.

[Signature Page Follows]

EXECUTION OF THE AGREEMENT

The Parties hereby agree that, as a matter of evidence agreement (*convention de preuve*), this Agreement is signed electronically in accordance with the European and French regulations in force, in particular Regulation (EU) No. 910/2014 of the European Parliament and of the Council dated July 23, 2014 and articles 1367 et seq. of the French Civil Code. For this purpose, the parties agree to use the online platform DocuSign (www.docusign.com). Each of the Parties acknowledges and agrees that (i) the electronic signature which it attaches to this Agreement has the same legal value as its handwritten signature, (ii) the technical means implemented in the context of this signature confer a definite date (*date certaine*) to this Agreement, and (iii) the signing process used by the Parties to electronically sign this Agreement enables each of them to have a copy of this document on a durable medium or to have access to it, in accordance with article 1375 paragraph 4 of the French Civil Code.

On August 1, 2022

ASSIGNOR:

EXEZARS LIMITED

DocuSigned by:

Boris Mouzykantskii

By: _____

Name: Mrs. Boris Mouzykantskii

Title: Authorized signatory

Acknowledged and Accepted:

ASSIGNEE:

Criteo Technology SAS

DocuSigned by:


Ryan Damon

By: _____


Name: Ryan Damon


Title: Authorized signatory


SCHEDULE A TO INTELLECTUAL PROPERTY ASSIGNMENTTrademarks

Trademark	Region	Country	Number	Classes	Status	Owner
	IR	Australia, Canada, China, Japan, Russian Federation, Singapore, United States of America	1318094	09, 35, 38, 42	Registered	Exezars Limited
		Australia	1318094	09, 35, 38, 42	Registered	
		Japan	1318094	09, 35, 38, 42	Registered	
		Russian Federation	1318094	09, 35, 38, 42	Registered	
		Singapore	1318094	09, 35, 38, 42	Registered	
		United States of America	1318094	09, 35, 38, 42	Registered	
		Canada	1318094	09, 35, 38, 42	Pending	
		China	1318094	09, 35, 38, 42	Registered	
	National	China	29312858	09	Registered	
		United Kingdom	00914946297	09, 35, 38, 42	Registered	
BIDCORE	IR	Australia, Canada, China, Japan, Russian Federation, Singapore, United States of America	1531075	09, 35, 38, 42	Registered	Exezars Limited
		Australia	1531075	09, 35, 38, 42	Registered	

Trademark	Region	Country	Number	Classes	Status	Owner
		Russian Federation	1531075	09, 35, 38, 42	Registered	
		Singapore	1531075	09, 35, 38, 42	Registered	
		United States of America	1531075	09, 35, 38, 42	Published	
		Canada	1531075	09, 35, 38, 42	Pending	
		Japan	1531075	09, 35, 38, 42	Registered	
		China	1531075	09, 35, 38	Registered	
	National	United Kingdom	00918132117	09, 35, 38, 42	Registered	
BIDSWITCH	IR	Australia, Canada, China, Japan, Russian Federation, Singapore	1243694	09, 35, 38, 42	Registered	Exezars Limited
		Australia	1243694	09, 35, 38, 42	Registered	
		China	1243694	09, 35, 38, 42	Registered	
		Japan	1243694	09, 35, 38, 42	Registered	
		Russian Federation	1243694	09, 35, 38, 42	Registered	
		Singapore	1243694	09, 35, 38, 42	Registered	
	Canada	1243694	09, 35, 38, 42	Pending		
	National	United Kingdom	00912935904	09, 35, 38, 42	Registered	
		United States of America	86303917	09, 35, 38, 42	Registered	
IPONWEB	IR	Australia, Canada, China, Japan,	1242401	09, 35, 38, 42	Registered	Exezars Limited

Trademark	Region	Country	Number	Classes	Status	Owner
		Russian Federation, Singapore				
		Australia	1242401	09, 35, 38, 42	Registered	
		China	1242401	09, 35, 38, 42	Registered	
		Japan	1242401	09, 35, 38, 42	Registered	
		Russian Federation	1242401	09, 35, 38, 42	Registered	
		Singapore	1242401	09, 35, 38, 42	Registered	
		Canada	1242401	09, 35, 38, 42	Pending	
	National	United Kingdom	00912935508	09, 35, 38, 42	Registered	
		United States of America	86303940	09, 35, 38, 42	Registered	
	IR	Australia, Canada, China, Japan, Russian Federation, Singapore, United States of America	1317661	09, 35, 38, 42	Registered	Exezars Limited
		Australia	1317661	09, 35, 38, 42	Registered	
		China	1317661	09, 35, 38, 42	Registered	
		Japan	1317661	09, 35, 38, 42	Registered	
		Russian Federation	1317661	09, 35, 38, 42	Registered	
		Singapore	1317661	09, 35, 38, 42	Registered	
		United States of America	1317661	09, 35, 38, 42	Registered	

Trademark	Region	Country	Number	Classes	Status	Owner
		Canada	1317661	09, 35, 38, 42	Pending	
	National	United Kingdom	00914949341	09, 35, 38, 42	Registered	
MEDIAGRID	IR	Australia, Canada, China, Japan, Russian Federation, Singapore	1474530	09, 35, 38, 42	Registered	Exezars Limited
		Australia	1474530	09, 35, 38, 42	Registered	
		China	1474530	09, 35, 38, 42	Registered	
		Russian Federation	1474530	09, 35, 38, 42	Registered	
		Singapore	1474530	09, 35, 38, 42	Registered	
		Canada	1474530	09, 35, 38, 42	Pending	
		Japan	1474530	09, 35, 38, 42	Registered	
	National	United Kingdom	00917946402	09, 35, 38, 42	Registered	
		United Kingdom	3373986	09, 35, 38, 42	Registered	
		United States of America	88196875	09, 35, 38, 42	Registered	
		IR	Australia, Canada, Japan, Russian Federation, Singapore, United States of America	1532052	09, 35, 38, 42	Registered
Australia			1532052	09, 35, 38, 42	Registered	
Singapore			1532052	09, 35, 38, 42	Registered	
Russian			1532052	09, 35,	Registered	

Trademark	Region	Country	Number	Classes	Status	Owner
		Federation		38, 42		
		Canada	1532052	09, 35, 38, 42	Pending	
		Japan	1532052	09, 35, 38, 42	Registered	
			1532052		Refused	
		United States of America	1532052	09, 35, 38, 42	Registered	
	National	United Kingdom	00918090326	09, 35, 38, 42	Registered	
	IR	Australia, Canada, Japan, Russian Federation, Singapore, United States of America	1532217	09, 35, 38, 42	Registered	Exezars Limited
		Australia	1532217	09, 35, 38, 42	Registered	
		Russian Federation	1532217	09, 35, 38, 42	Registered	
		Singapore	1532217	09, 35, 38, 42	Registered	
		United States of America	1532217	09, 35, 38, 42	Registered	
		Canada	1532217	09, 35, 38, 42	Pending	
		Japan	1532217	09, 35, 38, 42	Registered	
			1532217		Refused	
		National	United Kingdom	00918090323	09, 35, 38, 42	Registered
u-Platform	IR	Australia, Canada, China, Japan, Russian Federation, Singapore	1241224	09, 35, 38, 42	Registered	Exezars Limited

Trademark	Region	Country	Number	Classes	Status	Owner
		Australia	1241224	09, 35, 38, 42	Registered	
		China	1241224	09, 35, 38, 42	Registered	
		Japan	1241224	09, 35, 38, 42	Registered	
		Russian Federation	1241224	09, 35, 38, 42	Registered	
		Singapore	1241224	09, 35, 38, 42	Registered	
		Canada	1241224	09, 35, 38, 42	Pending	
	National	United Kingdom	00912936183	09, 35, 38, 42	Registered	
		United States of America	86303879	09, 35, 38, 42	Registered	

Domain Name Registrations

1. themediagrid.com
2. themediagrid.net
3. iponweb.com
4. iponweb.net
5. bidswitch.com
6. bidswitch.net
7. globalmediagrid.com
8. openmediagrid.com
9. smartmediagrid.com
10. 1234ms.com
11. iponweb.de
12. 134ms.com
13. themediagrid.co
14. mediagrid.com
15. u-slicer.com
16. u-optimize.com
17. uslicer.com
18. u-etl.com
19. u-predict.com
20. iponweb.co.uk
21. iponweb.fr
22. iponweb.jp