

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM783128

<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>
Xandr Inc.		01/19/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Microsoft Corporation		
<b>Street Address:</b>	One Microsoft Way		
<b>City:</b>	Redmond		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98052		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4825531	APPNEXUS	
Registration Number:	4825517	APPNEXUS	
Registration Number:	4960131	APPNEXUS	
Registration Number:	4159129	APPNEXUS CONSOLE	
Registration Number:	5165699	APPNEXUS PREBID	
Registration Number:	5165703	APPNEXUS PREBID ENTERPRISE	
Registration Number:	5674233	APPNEXUS PROGRAMMABLE PLATFORM	
Registration Number:	5296835	APPNEXUS SPEND PROTECTION	
Registration Number:	5770066	BANNERSTREAM	
Registration Number:	6248914	CLYPD	
Registration Number:	6248913	CLYPD	
Registration Number:	6148164		
Registration Number:	2665025	OPEN ADSTREAM	
Registration Number:	6117545	R	
Registration Number:	6188448	THE RELEVANCE CONFERENCE	
Registration Number:	4440678	XANDER	
Registration Number:	6289902	XANDR	
Registration Number:	6289903	XANDR	
Registration Number:	6324236	XANDR CARES	

OP \$540.00 4825531

Property Type	Number	Word Mark
Registration Number:	6045236	XANDR INVEST
Registration Number:	6056341	XANDR MONETIZE

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 2164133828  
**Email:** natalia.radic@dinsmore.com  
**Correspondent Name:** Natalia Radic  
**Address Line 1:** 1001 Lakeside Avenue East  
**Address Line 4:** Cleveland, OHIO 44114

<b>NAME OF SUBMITTER:</b>	Karen Kreider Gaunt
<b>SIGNATURE:</b>	/Karen Kreider Gaunt/
<b>DATE SIGNED:</b>	01/30/2023

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is effective the 6th day of June, 2022, (“Effective Date”), and is by and between Xandr Inc., a corporation organized under the laws of Delaware with a principal place of business at 28 West 23rd Street, 4th Floor, New York, NY 10010 (“Assignor”) and Microsoft Corporation, a corporation organized under the laws of Washington with a principal place of business at One Microsoft Way, Redmond, Washington 98052 (“Assignee”).

**WHEREAS**, the Assignor is the owner of all right, title and interest in and to the trademark registrations identified in the attached Schedule A (collectively, the “Trademarks”);

**WHEREAS**, pursuant to that certain Stock Purchase Agreement by and between AT&T Inc. and Microsoft Corporation dated as of December 21, 2021 (the “Purchase Agreement”), Assignor has agreed to contribute, transfer and assign the Trademarks to Assignee.

**WHEREAS**, Assignor and Assignee desire that the assignment of said rights in the Transferred Registered IP be made of record in the respective intellectual property offices (where applicable).

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the date first written above.

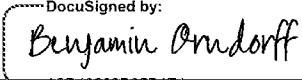
1. Assignor hereby assigns to Assignee all right, title and interest in, to, and under the Trademarks, including all registrations and applications therefor, together with the goodwill associated therewith. This assignment is made in connection with the transfer of the business to which the Trademarks pertain.

2. Assignor further grants to Assignee the right to recover damages and all other relief for all infringements of the Trademark that have occurred prior to the date of this Assignment with the right to sue for and collect the same, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assignees or other legal representatives, free and clear of all liens, claims, charges, security interests, and other encumbrances.

3. Assignor will promptly do and perform, or cause to be done and performed, any further acts and things, and will execute and deliver all other agreements, certificates, instruments, and documents as Assignee may request in order to carry out the intent and accomplish the purpose of this Assignment and confirm, perfect, or record the rights transferred hereby.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the date first written above.

**ASSIGNOR:**  
XANDR INC.

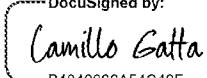
**By:**   
DocuSigned by:  
TCD78262D05B7E4...

**Name:** Benjamin O. Orndorff

**Title:** Vice President

**Date:** 1/19/2023

**ASSIGNEE:**  
MICROSOFT CORPORATION








**By:**   
DocuSigned by:  
B4840666A54C40E

**Name:** Camillo Gatta

**Title:** Assistant Secretary

**Date:** 1/19/2023

**SCHEDULE A**

<b>Mark</b>	<b>Country</b>	<b>International Classes</b>	<b>Registration Number</b>
APPNEXUS	United States	42	4825531
APPNEXUS (and Design) 	United States	42	4825517
APPNEXUS (and Design) 	United States	42	4960131
APPNEXUS CONSOLE	United States	42	4159129
APPNEXUS PREBID	United States	42	5165699
APPNEXUS PREBID ENTERPRISE	United States	42	5165703
APPNEXUS PROGRAMMABLE PLATFORM	United States	42	5674233
APPNEXUS SPEND PROTECTION	United States	35	5296835
BANNERSTREAM	United States	42	5770066
CLYPD	United States	42	6248914
CLYPD (and Design) 	United States	42	6248913
(Design Mark) 	United States	09, 35, 42	6148164
OPEN ADSTREAM	United States	9	2665025
R (and Design) 	United States	41	6117545
THE RELEVANCE CONFERENCE	United States	41	6188448
XANDER	United States	35	4440678
XANDR	United States	09, 35, 42	6289902
XANDR (and Design) 	United States	09, 35, 42	6289903
XANDR CARES (and Design) 	United States	035, 036, 041, 042	6324236
XANDR INVEST	United States	42	6045236
XANDR MONETIZE	United States	42	6056341

**TRADEMARK****RECORDED: 01/30/2023****REEL: 007954 FRAME: 0992**