

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608386

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the entire Assignment previously recorded on Reel 005696 Frame 0096. Assignor(s) hereby confirms the entire Assignment should have never been recorded.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Livestream LLC		12/16/2019	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vimeo, Inc.		
<b>Street Address:</b>	555 WEST 18TH STREET		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10011		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4112216	LIVESTREAM	
<b>Registration Number:</b>	4725511	LIVESTREAM BROADCASTER	
<b>Registration Number:</b>	4647534	LIVESTREAM STUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125894201		
<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>			
<b>Phone:</b>	212-589-4200		
<b>Email:</b>	bhipdocket@bakerlaw.com		
<b>Correspondent Name:</b>	Gerald J. Ferguson		
<b>Address Line 1:</b>	45 Rockefeller Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10111-0100		
<b>ATTORNEY DOCKET NUMBER:</b>	047611.001204		
<b>NAME OF SUBMITTER:</b>	Gerald J. Ferguson		
<b>SIGNATURE:</b>	/Gerald J. Ferguson/		
<b>DATE SIGNED:</b>	11/12/2020		
<b>Total Attachments: 14</b>			

CH \$90.00 4112216

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source=assignment-tm-5696-0096#page2.tif

## **DISTRIBUTION AND ASSUMPTION AGREEMENT**

THIS DISTRIBUTION AND ASSUMPTION AGREEMENT (this "**Agreement**") is made as of December 16, 2019, by and between LIVESTREAM LLC, a New York Limited liability company ("**Distributor**"), and VIMEO, INC., a Delaware corporation (the "**Company**").

WHEREAS, the Company is the sole member of Distributor;

WHEREAS, Distributor is the operator of the business known as Livestream (the "**Livestream Business**"), which is engaged in the provision of live-streaming video products and services;

WHEREAS, Distributor owns all of the outstanding shares or equity interests of: (i) Vimeo UK Limited, a company organized and operating under the Laws of England and Wales ("**Vimeo UK**"); (ii) Vimeo Technologies Private Limited, a company organized and operating under the Laws of Karnataka, India ("**Vimeo India**"); and (iii) the Representative Office of Livestream LLC in the Ukraine (the "**Ukraine Representative Office**"); and

WHEREAS, the parties hereto desire to enter into this Agreement pursuant to which Distributor shall distribute certain assets to the Company, and the Company shall assume all certain liabilities of Distributor.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Distribution.** Contributor hereby distributes and assigns to the Company, effective as of the Effective Time (as defined below), all of Contributor's right, title, and interest in and to the Distributor Assets (as defined in Schedule 1), excluding the assets and rights directly associated with the Ukraine Representative Office, which shall include, at a minimum, the books and records of such office.

2. **Acceptance and Assumption by the Company.** The Company acknowledges and accepts the distribution and assignment and the receipt of the Distributed Assets from Distributor, effective as of the Effective Time, and will record the distribution and assignment on the books and records of the Company. The Company hereby assumes, effective as of the Effective Time, all of the liabilities of Distributor excluding the liabilities directly associated with the Ukraine Representative Office, which shall include any and all tax liabilities of such entity within Ukraine.

3. **Assignment and Assumption of Business Agreements.** Distributor hereby distributes and assigns all of its right, title and interest in and to all Business Agreements (defined in Schedule 1) except for the Excluded Agreements (defined in Schedule 1), and the Company hereby accepts such assignment and assumes all liabilities and duties of Distributor thereunder accruing and arising with respect thereto, and agrees to perform, all of Distributor's obligations under such agreements.

4. **Further Actions.** Each of the parties hereto shall from time to time execute and deliver all such further documents and do all acts and things as any other party may

reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5. **Effective Time.** The transactions contemplated hereby shall be effective as of 7:00 a.m. Eastern Time, on December \_\_\_\_\_, 2019 (the "**Effective Time**").


6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof that would apply the laws of another jurisdiction. Any disputes arising out of or relating to this Agreement shall be commenced in the state courts located in New Castle County, Delaware.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

*[The signature page follows.]*


IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above-written.

**VIMEO, INC.**

By:  \_\_\_\_\_

Name: Steven Vineyard  
Title: Chief Financial Officer

**LIVESTREAM LLC**

By:  \_\_\_\_\_

Name: Steven Vineyard  
Title: Chief Financial Officer

## Schedule 1

### Distributed Assets

“Distributed Assets” means all assets of Distributor including but not limited to:

1. Intellectual Property Rights: Distributor’s, and right, title, and interest in and to any and all intellectual property including but not limited to:
  - 1.1. Patents: existing or pending or potential patent registrations, including those scheduled in Schedule I-A hereto;
  - 1.2. Trademarks and trade dress: U.S. and foreign trademarks, and service marks used, or held for use, any pending applications for registration or registrations therefor, and the goodwill appurtenant thereto;
  - 1.3. Copyrights: all copyrights, works of authorship, and moral rights, including, but not limited to those relating to computer and software code, graphics, designs and the “look and feel” of websites, all elements therein and derivative works therefrom, all content procured for or used on or in connection with Distributor’s websites, and any pending applications for federal registration therefor;
  - 1.4. Domain names: domain names including Livestream.com; and
  - 1.5. Other: any other intellectual property used in connection with, or otherwise relating to, the Livestream Business, including, but not limited to, trade secrets, business methods, technologies, software, coding and other intellectual property.
2. End user data: all data relating to Distributor’s end users;
3. Contracts: contracts and agreements in the name of Distributor (“Business Agreements”) including but not limited to:
  - 3.1. licenses of Company’s intellectual property to third parties;
  - 3.2. licenses by Company of third party intellectual property;
  - 3.3. online end user agreements, including Terms of Service and Privacy Policy agreements;
  - 3.4. negotiated agreements with customers including so-called “Order Forms” with enterprise customers;
  - 3.5. agreements with vendors and service providers;
  - 3.6. agreements with employees and contractors;

provided, however, that Business Agreements shall not include: (i) agreements made by the Ukraine Representative Office; (ii) Company’s lease and sublease agreements relating to its offices in Brooklyn, New York; and (iii) employment related agreements with Company’s employees (collectively, the “Excluded Agreements”).

4. Cash and accounts receivable: all cash and accounts receivable;
5. Legal claims: actual or potential claims against third parties;
6. Goodwill: any goodwill and going concern value associated with any of the foregoing, and all rights and privileges, including the right to sue for and receive all damages from past infringements or violations of any of the foregoing;
7. Equity interests: all right, title, and interest in and to all the outstanding shares of Vimeo UK and Vimeo India;
8. Personal property: all computer equipment, hardware, inventory, furniture, and other physical goods; and
9. Books and records: all books and records relating to the Livestream Business.

**Schedule I-A**

**Patents**

<b>Title</b>	<b>Country</b>	<b>Date Filed</b>	<b>App.'n No.</b>	<b>Date Granted</b>	<b>Grant No.</b>
SYSTEM AND METHOD FOR INTERNET AUDIO/VIDEO DELIVERY	United States of America	2/4/2008	12/025,360	3/4/2014	8,667,160
SYSTEM AND METHOD FOR INTERNET AUDIO/VIDEO DELIVERY	United States of America	6/23/2016	15/190,555		
SYSTEMS, METHODS AND COMPUTER SOFTWARE FOR LIVE VIDEO/AUDIO BROADCASTING	United States of America	5/29/2009	12/474,818	3/6/2012	8,128,503
SYSTEMS, METHODS AND COMPUTER SOFTWARE FOR LIVE VIDEO/AUDIO BROADCASTING	United States of America	2/15/2012	13/397,125	7/1/2014	8,764,569
SYSTEMS, METHODS AND COMPUTER SOFTWARE FOR LIVE VIDEO/AUDIO BROADCASTING	United States of America	4/18/2017	15/490,700		
VIDEO STREAM ENCODING SYSTEM WITH LIVE CROP EDITING AND RECORDING	United States of America	12/1/2016	15/366,950		



**AMENDMENT NO. 1 TO  
DISTRIBUTION AND ASSUMPTION AGREEMENT**

THIS AMENDMENT NO. 1 TO DISTRIBUTION AND ASSUMPTION AGREEMENT (this "Amendment"), dated as of July 7, 2020, is entered into by and between Livestream LLC, a New York limited liability company ("Distributor"), and Vimeo, Inc., a Delaware corporation ("Company" and, collectively with Distributor, the "Parties").

WHEREAS, the Parties entered into that certain Distribution and Assumption Agreement, dated as of December 16, 2019 (the "Distribution Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Distribution Agreement);

WHEREAS, pursuant to Section 4 of the Distribution Agreement, the Parties shall execute and deliver all such further documents and do all acts and things as may be reasonably required to effectively carry out or better evidence or perfect the full intent and meaning of the Distribution Agreement; and

WHEREAS, the Parties desire to amend the Distribution Agreement as set forth below;

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

1. Section 1 is hereby amended and restated in its entirety as follows:

**"Distribution.** Distributor distributes and assigns to the Company, effective as of the Effective Time (as defined below), all of Distributor's right, title, and interest in and to the Distributed Assets (as defined in Schedule 1), excluding the assets and rights directly associated with the Ukraine Representative Office, which shall include, at a minimum, the books and records of such office."

2. Section 1.2 of Schedule 1 is hereby amended and restated in its entirety as follows:

**"Trademarks and trade dress:** U.S. and foreign trademarks and service marks used, or held for use, both statutory and under common law, and any registrations therefor, and the goodwill associated with each, including those scheduled in Schedule 1-B hereto;"

3. Section 1.3 of Schedule 1 is hereby amended and restated in its entirety as follows:

**"Copyrights:** all copyrights, works of authorship, and moral rights, both statutory and under common law, including, but not limited to those relating to computer and software code, graphics, designs and the "look and feel" of websites, all elements therein and derivative works therefrom, all content procured for or used on or in connection with Distributor's websites, and any pending applications for federal registration therefor;"

4. The Distribution Agreement is hereby amended by adding a new Schedule 1-B in the form attached hereto.

5. Except as expressly amended hereby, the Distribution Agreement shall be and remain in full force and effect. On and after the date of this Amendment, each reference in the Distribution Agreement to "this Agreement", "hereunder", "hereof", or words of like import referring to the Distribution Agreement, or in the other documents or instruments entered into in connection therewith to the "Distribution Agreement," "thereof," or words of like import referring to the Distribution Agreement, shall mean and refer to the Distribution Agreement as amended by this Amendment.

6. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Delaware, without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment to be executed by their duly authorized officers as of the date first above written.

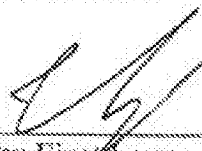
LIVESTREAM LLC

VIMEO, INC.



By: Michael Cheah

Title: General Counsel



By: Eina Levy

Title: Senior Counsel and Assistant Secretary

[Signature page to Amendment No. 1 to Distribution and Assumption Agreement]

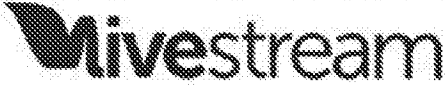
TRADEMARK

REEL: 007112 FRAME: 0011

Schedule 1-B

Trademarks

Registered Trademarks


Trademark	Application Number	Registration Number
	77792732	4112216
LIVESTREAM BROADCASTER	86007481	4725511
LIVESTREAM STUDIO	86007484	4647534

Unregistered Trademarks

- LIVESTREAM
- LIVESTREAM PRODUCTION



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

<b>Reg. Nos.:</b>	4112216	4725511	4647534
<b>Marks:</b>	 Livestream	LIVESTREAM BROADCASTER	LIVESTREAM STUDIO
<b>Classes:</b>	9, 38, & 42	9	9
<b>Registered:</b>	March 13, 2012	April 21, 2015	December 2, 2014

**DECLARATION IN SUPPORT OF CORRECTIVE ASSIGNMENT**

I, Kevin M. Wallace, declare under penalty of perjury as follows:

1. I am an attorney at Baker & Hostetler LLP, counsel to Vimeo, Inc. (“Vimeo”).

I have firsthand knowledge of the facts declared herein.

2. Since the registration of the above-captioned LIVESTREAM trademarks (the “LIVESTREAM Marks”), Vimeo acquired the Livestream entities which owned and operated the Livestream business. The Livestream entities consisted of Livestream, Inc. (Delaware corporation) and its subsidiary, Livestream LLC (New York limited liability company), the latter of which has at all times relevant hereto owned the LIVESTREAM Marks. On December 16, 2019, Livestream LLC assigned the LIVESTREAM Marks and the goodwill associated with each to Vimeo. Attached hereto is **Exhibit A** is a true and correct copy of the Distribution and Assumption Agreement and Amendment No. 1 to the same evidencing this assignment.

3. In 2015, prior to Vimeo’s acquisition of the LIVESTREAM Marks, counsel for Livestream LLC erroneously recorded with the United States Patent & Trademark Office the Certificate of Incorporation for Livestream Inc. as a “Change of Name” from Livestream LLC to Livestream Inc. A copy of this document is available at Reel/Frame No. 5696/0096 and are attached hereto as **Exhibit B**. Exhibit B does not and did not effect a “Change of Name” from Livestream LLC and Livestream Inc.

4. Therefore, since their registration and up until December 2019, the LIVESTREAM Marks have been owned by Livestream LLC and not Livestream Inc. Vimeo

therefore requests herewith that Exhibit A be recorded in connection with the LIVESTREAM Marks as a corrective assignment to replace Exhibit B recorded with the United States Patent & Trademark Office at Reel/Frame No. 5696/0096.

5. I can be contacted at the email and telephone number below should you have any questions regarding this submission.

6. The undersigned, being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Dated: November 12, 2020

/s/ Kevin M. Wallace  
Kevin M. Wallace, Esq.  
Baker & Hostetler LLP  
45 Rockefeller Plaza  
14th Floor  
New York, NY 10111  
Tel: 212-589-4637  
[kwallace@bakerlaw.com](mailto:kwallace@bakerlaw.com)

*Counsel for Vimeo, Inc.*