

<b>PATENT ASSIGNMENT COVER SHEET</b>
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MANOR LEV-TOV	12/21/2016
NICHOLAS ALEXANDER LINEBACK	12/22/2016
HEATH HOHWALD	12/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SHUTTERSTOCK, INC.
<b>Street Address:</b>	350 FIFTH AVENUE
<b>Internal Address:</b>	21ST FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10118
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15448081
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<b>ATTORNEY DOCKET NUMBER:</b>	096781-0070
<b>NAME OF SUBMITTER:</b>	AHSAN A. SHAIKH, REG. NO. 61861
<b>SIGNATURE:</b>	/Ahsan A. Shaikh/
<b>DATE SIGNED:</b>	03/30/2017
<b>Total Attachments: 2</b>	
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source=096781-0070 Assignment#page2.tif	

ASSIGNMENT

WHEREAS We, Manor Lev-Toy of Brooklyn, New York; Nicholas Alexander Lineback of Denver, Colorado; and Heath Hohwald of Logrono, Spain, the undersigned, have made a certain invention as set forth in an application for United States Letters Patent, entitled **A SEARCH ENGINE FOR PROCESSING IMAGE SEARCH QUERIES IN MULTIPLE LANGUAGES**, filed on 12/22/2016, and identified by United States Patent Application No. 62/438,168, and We, the undersigned, authorize and request the practitioners of McDermott Will & Emery LLP to insert the filing date and application number of the application, when known;

AND WHEREAS, **SHUTTERSTOCK, INC.** (the "Entity"), a corporation of Delaware and having an address of 350 Fifth Avenue, 21<sup>st</sup> Floor, New York, New York 10118, is desirous of acquiring the entire rights, title and interests in and to said invention and in and to any and all Letters Patent and certificates of the United States, foreign countries and all regions worldwide which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, We, the undersigned, do hereby sell, assign, transfer and set over unto the Entity, its legal representatives, successors, and assigns, the entire rights, title and interests in and to said application and said invention worldwide, including the right to claim priority, including any applications worldwide based in whole or in part on said application and/or in whole or in part on said invention as well as the right to apply for any such applications worldwide, including any international and foreign applications filed under any international or foreign patent law or treaty (including the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention for the Protection of Industrial Property, and all other treaties of like purposes, including the rights to all benefits thereunder), and including any provisionals, non-provisionals, continuations, continuations-in-part, divisions, reissues, re-examinations, inter partes reviews, post grant reviews, covered business methods, national stages, regional stages and extensions thereof, and in and to any and all patents and certificates of the United States, foreign countries and all regions worldwide which may be issued based in whole or in part on said application and/or in whole or in part on said invention, including the right to enforce such patents and certificates, including the right to sue for injunctions and recover damages and attorney fees for past, present and future infringements;

UPON SAID CONSIDERATIONS, We, the undersigned, hereby agree with said assignee that We, the undersigned, will not execute any writing or do any act whatsoever conflicting with these presents, and that We, the undersigned, will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect said assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, provisional, non-provisional, continuation, continuation-in-part, divisional, reissue, re-examination, inter partes review, post grant review, covered business method, national stage, regional stage and extension Letters Patent and certificates of the United States and/or of any and all foreign countries and regions based in whole or in part on said application and/or in whole or in part on said invention, and in enforcing any rights or choses in action accruing as a result of such applications, patents or certificates, by giving testimony in any proceedings or transactions involving such applications, patents or certificates, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of heirs, executors, administrators, assigns and legal representatives of said assignor and assignee;

