# 504435419 06/28/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4482120

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	DATA				
		Name	Execution Date		
QWIKI, INC.			07/02/2013		
RECEIVING PARTY [	DATA				
Name:	YAHOO!	YAHOO! INC.			
Street Address:	701 FIRS	ST AVENUE			
City:	SUNNY	SUNNYVALE			
State/Country:	CALIFO	CALIFORNIA			
Postal Code:	94089				
	<b>I</b>				
	I				
Property Typ	be	Number			
Application Number:	: 1	3901561			
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## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is entered into as of July 2, 2013, by and between Qwiki, Inc., a Delaware Corporation (the "Company"), having an address at 113 Spring Street, 3rd Floor, New York, New York 10013, and Yahoo! Inc., a Delaware Corporation ("Yahoo!"), having an address at 701 First Avenue, Sunnyvale, CA, 94089.

WHEREAS, Yahoo! and the Company have entered into that certain Agreement and Plan of Merger, dated as of June 25, 2013 (the "Merger Agreement"), pursuant to which the Company has agreed to merge entirely into a wholly-owned subsidiary of Yahoo! (such merger, the "Merger").

WHEREAS, the Company owns certain patents, patent applications and/or other patent rights, including, without limitation, those listed in Exhibit 1 of this Assignment; and

WHEREAS, immediately prior to the consummation of the Merger, the Company desires to assign to Yahoo!, and Yahoo! desires to receive, all of the Company's right, title and interest in and to such patents, patent applications and/or other patent rights.

NOW, THEREFORE, pursuant to the Merger Agreement, and for good and valuable consideration given and received, the receipt and legal sufficiency of which is hereby acknowledged, the Company and Yahoo! agree as follows:

The Company hereby:

- (A) irrevocably transfers, conveys and assigns to Yahoo!:
  - (1) the entire right, title and interest, everywhere in the world to
    - (a) all patents and patent applications owned by the Company, including, without limitation, the issued patents and patent applications set forth in Exhibit 1, and any patents later granted on the patent applications set forth therein,
    - (b) any patent applications or patents claiming priority to the items in (a) (including, but not limited to, continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations, extensions and renewals thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties),
    - (c) any patent applications or patents to which any of the patents or patent applications in (a) or (b) claim priority and any foreign counterparts to any patents or patent applications in (a) or (b),
    - (d) any other rights in the inventions described or disclosed in any of the patents and patent applications in (a), (b) or (c);

(all of the foregoing in (1), collectively, the "Assigned Patents");

- (2) all rights to causes of action and remedies related to the Assigned Patents, including without limitation the right to sue third parties for past, present or future infringement (including, but not limited to, damages and injunctive relief) of any of the Assigned Patents; and
- (3) all rights to receive royalties with respect to the Assigned Patents; and
- (4) any and all other rights and interests arising out of, in connection with or in relation to the Assigned Patents.
- (B) agrees, without further compensation, upon request of Yahoo! (or its successors, assigns or legal representatives) to:
  - (1) execute any and all oaths, assignments, powers and any other papers;

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### PATENT REEL: 042847 FRAME: 0972

- (1)execute any and all oaths, assignments, powers and any other papers;
- (2)testify in any and all proceedings; and
- (3)otherwise take any and all actions, and fully cooperate with Yahoo!; in each case, as may be necessary or appropriate, in the opinion of Yahoo!, to convey, establish, evidence, maintain, defend and enforce Yahool's rights in the Assigned Patents or otherwise related to securing and enforcing Yahoo!'s rights under this Assignment; and Company hereby irrevocably appoints Yahoo! and any of its officers as Company's attorney in fact to undertake such acts in Company's name; and
- (C) agrees to deliver to Yahoo! accurate copies of all material correspondence with counsel, in the Company's or its counsel's possession, relating to ownership, filing, prosecution, infringement, validity, or enforceability of, the Assigned Patents, to the extent such has not already been delivered.

For Owiki. Inc. by: Date Notary Seals

For Vahoo!/Inc. by: Signatur Name MUADAS Date

Notary Seal:

#### ACKNOWLEDGMENT

STATE OF CALIFORNIA COUNTY OF SANTA CLARA

} \$\$.

23. 2013 before me, Karen A. Munakarri, Nolary Public, personaliy Ôn Konsillal , who proved to me on the basis of satisfactory evidence 30003180 to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capecity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behall of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal 1.2.1 Karen A. Murakami, Notary Public

My Commission expires: March 27, 2014



#### ACKNOWLEDGMENT STATE OF CAUFORNIA

COUNTY OF SANTA CLARA On the second se that by histatritheir signature(s) on the instrument the person(s), or the entity upon behalf of which the person(e) acted, executed the instrument.

I certify under PENALTY OF PERRIRY under the laws of the State of California that the foregoing paragraph is live and correct.

WITNESS my hand and official seal.

..... 1<u>(28/15</u>2 rez, Notary Poblic



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### EXHIBIT 1 – PATENTS AND PATENT APPLICATIONS

<u>Serial Number</u>	Coun try	Filing Date	
	Code		
C1 (0 C2 0 0 C	10	60000000	
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### PATENT REEL: 042847 FRAME: 0975

### RECORDED: 06/28/2017