

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369180

<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>
Polyvore, Inc.		10/07/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Yahoo! Inc.		
<b>Street Address:</b>	701 First Avenue		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94089		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3633549	POLYVORE	
<b>Registration Number:</b>	4297837	POLYVORE	
<b>Registration Number:</b>	4742702	POLYVORE	
<b>Registration Number:</b>	3633550	POLYVORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4083493400		
<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>Email:</b>	tmbox@yahoo-inc.com		
<b>Correspondent Name:</b>	Kelly Wong Craven		
<b>Address Line 1:</b>	Yahoo! Inc., 701 First Avenue		
<b>Address Line 4:</b>	Sunnyvale, CALIFORNIA 94089		
<b>NAME OF SUBMITTER:</b>	Kelly Wong Craven		
<b>SIGNATURE:</b>	/Kelly Wong Craven/		
<b>DATE SIGNED:</b>	01/14/2016		
<b>Total Attachments: 3</b>			
source=Trademark Assignment Agreement - Polyvore to Yahoo - signed 7-Oct-2015#page1.tif			
source=Trademark Assignment Agreement - Polyvore to Yahoo - signed 7-Oct-2015#page2.tif			
source=Trademark Assignment Agreement - Polyvore to Yahoo - signed 7-Oct-2015#page3.tif			

OP \$115.00 3633549

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of October 7, 2015 by and between Polyvore, Inc., a Delaware Corporation (the "Company"), and Yahoo! Inc., a Delaware Corporation ("Yahoo").

WHEREAS, Yahoo and the Company have entered into that certain Agreement and Plan of Merger, dated as of July 31, 2015 (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 has adopted, used and is the owner of certain trademarks and service marks, together with any associated registrations and applications including, without limitation, those listed in Exhibit I of this Assignment (the "Trademarks"); and

WHEREAS, following 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 the Trademarks.

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) transfers, conveys and assigns to Yahoo all right, title and interest throughout the world in and to the Trademarks, together with (1) all goodwill associated with any of the Trademarks, (2) all national, foreign and state registrations, applications for registration and renewals and extensions thereof, (3) all common law rights related thereto, and (4) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, including the right to sue for any past, present or future infringement, dilution or violation of any of the Trademarks, to seek equitable relief with respect to any of the Trademarks and to settle and retain proceeds from any such actions and any current or future right to receive royalties based on any of the foregoing;
- (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;
  - (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 Yahoo's rights in the Trademarks or otherwise related to securing and enforcing Yahoo's rights under this Assignment; and the Company hereby irrevocably appoints Yahoo and any of its officers as the Company's attorney in fact to undertake such acts in the 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 Trademarks, to the extent such has not already been delivered.

For Polyvore, Inc., by:

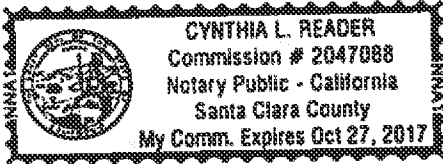
*Ronald S. Bell*

Signature  
Ronald S. Bell, Vice President and Secretary

Name  
*October 7, 2015*

Date

Notary Seal:



For Yahoo! Inc., by:

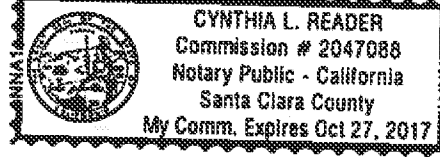
*Ronald S. Bell*

Signature  
Ronald S. Bell, General Counsel and Secretary

Name  
*October 7, 2015*

Date

Notary Seal:



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of *Santa Clara*  
Subscribed and sworn to (or affirmed) before me this *7th* day  
of *October*, 20*15*, by *Ronald S. Bell*

\_\_\_\_\_, proved to me on the basis  
of satisfactory evidence to be the person(s) who appeared before me.

Signature *[Signature]* (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

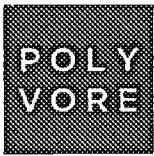
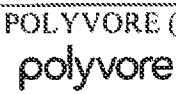
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of satisfactory evidence to be the person(s) who appeared before me.

Signature *[Signature]* (Seal)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**EXHIBIT 1**

<b>Trademark</b>	<b>Country</b>	<b>Appin No</b>	<b>Reg No</b>	<b>Class(es)</b>
POLYVORE	Australia	1532993	1532993	9
POLYVORE	Australia	1541326	1541326	45
POLYVORE	Brazil	840377290		9
POLYVORE	Brazil	840377320		45
POLYVORE	Canada	1608134	TMA904077	N/A
POLYVORE	China	11961979	11961979	9
POLYVORE	China	11961978	11961978	45
POLYVORE	European Union (CTM)	011453255	011453255	9, 41
POLYVORE	India	2450264		9, 45
POLYVORE	Japan	2012-104117	5615281	9, 45
POLYVORE	Mexico	1337629	1367596	9
POLYVORE	Mexico	1337627	1505787	45
POLYVORE	South Korea	45-2012-6691	45-49030	9, 45
POLYVORE	United States	76/693,377	3,633,549	35
POLYVORE	United States	85/666,185	4,297,837	9, 45
POLYVORE & Design 	United States	86/386,012	4,742,702	9, 42
POLYVORE (Stylized) 	United States	76/693,378	3,633,550	35