

03-15-2002



U.S. Department of Commerce
Patent and Trademark Office

\$1

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

102018639

1. Name(s) of conveying party(ies):

Deja.com, Inc.

- Individual(s)
- Association
- Limited Partnership
- Corporation - Delaware
- General Partnership
- Other:

3-1-02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: February 9, 2001

2. Name(s) and address(es) of receiving party(ies):

Name: Google Inc.

Address: 2400 Bayshore Parkway
Mountain View, California 94043

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - California
- Other:

If assignee is not domiciled in the United States, a domestic representative is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or registration number(s):

A. Trademark Application Number(s):

75/683,689 75/684,181 75/684,182
~~75/683,688~~ ~~75/684,177~~

B. Trademark Registration Number(s):

2,424,673
2,013,779

Additional numbers attached?

Yes No

4. Name and address of party to whom correspondence concerning document should be mailed:

Name: Julia Anne Matheson, Esq.

Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

5. Total number of applications and registrations involved: 7

6. Total fee (37 CFR 3.41): \$190.00

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

7. Deposit Account No.: 06-0916

03/15/2002 BTOM11 00000037 060916 75683689

01 FC:481 40.00 CH
02 FC:482 150.00 CH

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Julia Anne Matheson

Name of person signing

Signature

January 30, 2002

Date

Total number of pages including cover sheet, attachments and documents: 10

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service addressed to: Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231 BOX ASSIGNMENTS.

Date: January 30, 2002

Signed:
Rebecca M. Whitelock

ASSET PURCHASE AGREEMENT

Between

**DEJA.COM, INC.
as Seller**

and

**GOOGLE INC.
as Purchaser**

Dated as of February 9, 2001

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of February 9, 2001, between Deja.com, Inc., a Delaware corporation ("**Seller**"), Google Inc., a California corporation ("**Purchaser**") and Richard Gorelick ("**Seller's Agent**"), Seller's Agent to be a party only to Section 8 of this Agreement (as defined herein).

WITNESSETH:

WHEREAS, Seller is engaged in the business of servicing and operating a Usenet service and archiving certain data files related to such Usenet service in Austin, Texas and in New York, New York; and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all right, title and interest of Seller in and to Seller's property and assets of Seller's Business all upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound hereby, Purchaser and Seller hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Certain Defined Terms. Unless the context otherwise requires, the following terms, when used in this Agreement, shall have the respective meanings specified below:

"Intellectual Property Rights" shall mean any or all of the following and all statutory and/or common law rights throughout the world in: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures and improvements, trade secrets, proprietary information know how and technology; (iii) all works of authorship, copyrights, registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, logos, trademarks and service marks; trademark and service mark registrations and applications and all goodwill associated therewith throughout the world ("**Trademarks**"); (vi) all rights in databases and data compilations and collections and technical data (including without limitation knowledge databases, archives, customer lists and customer databases); (vii) all rights in any and all computer software and code, including assemblers, applets, compilers, source code, object code, data (including image and sound data), design tools and user interfaces, in any form or format, however fixed and shall include source code listings and documentation; (viii) all rights to Uniform Resource Locators, Web site addresses and domain names and applications and registrations therefor and all goodwill associated therewith throughout the world; and (ix) any similar, corresponding or equivalent rights to any of the foregoing.

“*Transferred Trademarks*” shall mean Seller’s registrations and applications for the trademarks specified in Schedule 1.1(d) under the heading “Transferred Trademarks.”

SECTION 3.8. Intellectual Property.

(a) Schedule 1.1(d) describing the Transferred IP is complete and accurate. To the knowledge of Seller, all necessary documents and certificates in connection with the Transferred Patent Application have been filed with the relevant patent authorities in the United States or foreign jurisdictions, as the case may be, and to the knowledge of Seller, all necessary documents and certificates in connection with the Transferred Trademarks have been filed with the relevant trademark authorities in the United States or foreign jurisdictions, as the case may be. There are no actions that must be taken by Seller within sixty (60) days of the Closing Date, including the payment of any registration, maintenance or renewal fees or the filing of any responses to PTO office actions, for the purposes of, maintaining, preserving or renewing the Transferred Patent Application or any of the Transferred Trademarks.

(b) Except as set forth on Section 3.8(b) of the Disclosure Schedule, each item of Transferred IP is free and clear of any Liens. Except as set forth on Section 3.8(b) of the Disclosure Schedules, Seller owns exclusively, and has good title to all Intellectual Property Rights that are used in or embodied in the Transferred IP.

(c) Except as set forth in Section 3.8(c) of the Disclosure Schedule, neither (i) the transfer of the Usenet Database or the exploitation in any manner of the Usenet Database in substantially the manner used by Seller, nor (ii) to the knowledge of Seller, the transfer of the Transferred IP (exclusive of the Usenet Database) to Purchaser, or the exploitation in any manner of the Transferred IP (exclusive of the Usenet Database) or the exercise by Purchaser of the license rights as set forth in this Agreement with respect to the Licensed IP or Licensed Patent Application, will (x) violate any Governmental Order, or any third party rights in or licenses with respect to the Usenet Database, Transferred IP, Licensed IP or Licensed Patent Application, or (y) cause Purchaser to incur, any obligation to any third party, including without limitation, any royalty or other financial obligation.

(d) To the knowledge of Seller, the Usenet Database and Transferred Trademarks do not and will not when used by Purchaser for their intended purposes or in the manner used by Seller (i) infringe or misappropriate the Intellectual Property Rights of any Person; or (ii) except as set forth in Section 3.8(f) of the Disclosure Schedule, violate the rights of any Person (including rights to privacy or publicity). Except as set forth in Section 3.8(f) of the Disclosure Schedule, Seller has not received notice from any Person claiming that the Transferred IP or the Licensed IP infringe or misappropriate the Intellectual Property Rights of any Person (nor does Seller have knowledge of any basis for a material claim therefor). To the knowledge of Seller, no Person is infringing or misappropriating the Transferred IP.

(e) Except as set forth in Section 3.8(e) of the Disclosure Schedule, there are no contracts, licenses or agreements between Seller and any other Person with respect to the Usenet Database under which there is any dispute, or to the knowledge of Seller, any threatened dispute (other than disputes or threatened disputes relating solely to payment) regarding the scope of such agreement or performance under such agreement.

(f) Seller at all times has taken the steps set forth in Section 3.8(f) of the Disclosure Schedule to protect the Usenet Database from misappropriation and unauthorized copying or extraction.

(g) No current or former employees or consultants of Seller, have misappropriated any copies of the Usenet Database from Seller's premises and Seller has not authorized any employee or consultant of Seller or other third party to copy or take copies of the Usenet Database. Except as disclosed to users of the Usenet service in the ordinary course of Seller's Business, Seller has not disclosed the Usenet Database, and to the knowledge of Seller, no third party possesses a copy or copies of the Usenet Database.

(h) Except as set forth on Section 3.8(h) of the Disclosure Schedule, no third party possesses any copy of any material source code in the Transferred IP and Seller shall have delivered to Purchaser all copies, and Seller shall not have retained any copy (except an archival copy, which Seller may retain in its sole discretion), of any source code that is Transferred IP.

(i) Neither this Agreement nor the transactions contemplated by this Agreement, including the assignment to Purchaser, by operation of law or otherwise, of any contracts or agreements to which Seller is a Party, will result in (i) Purchaser granting to any third party any right to or with respect to any Transferred IP owned by, or licensed to, Purchaser, (ii) Purchaser being bound by, or subject to, any non-compete or other restriction on the operation or scope of its businesses, or (iii) Purchaser being obligated to pay any royalties or other amounts to any third party in excess of those payable by Purchaser prior to the Closing.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DEJA.COM, INC.

By Richard B. Gorelick

Name: Richard Gorelick
Title: Chief Strategy Officer, Secretary and
Treasurer
Deja.com, Inc.
437 Fifth Avenue
New York, NY 10016
Attention: Richard Gorelick
Telephone: 212/951-2238
Telecopy: 917/326-2536

GOOGLE INC.

By _____

Name:
Title:
2400 Bayshore Drive
Mountain View, California
Attention: Omid Kordestani
Telephone: 650/330-0100
Telecopy: 650/618-1499

SELLER'S AGENT (with respect to Section 8 only)

By Richard B. Gorelick

Name: Richard Gorelick
Title: Chief Strategy Officer, Secretary and
Treasurer
Deja.com, Inc.
437 Fifth Avenue
New York, NY 10016
Attention: Richard Gorelick
Telephone: 212/951-2238
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Attention: Richard Gorelick
Telephone: 212/951-2238
Telecopy: 917/326-2536

GOOGLE INC.

By _____

Name: *OMID KORDESTANI*
Title: *VP, BUSINESS DEVELOPMENT & SALES*
2400 Bayshore Drive
Mountain View, California
Attention: Omid Kordestani
Telephone: 650/330-0100
Telecopy: 650/618-1499

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New York, NY 10016
Attention: Richard Gorelick
Telephone: 212/951-2238
Telecopy: 917/326-2536

Schedule 1.1(d) – Transferred IP

Transferred Trademarks

<u>Description</u>	<u>Jurisdiction/ Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEJA	U.S. (registered)	2,424,673	January 30, 2001
DEJA.COM AND DESIGN	U.S. (pending)	75/683,688	April 16, 1999
DEJA TRACKER	U.S. (pending)	75/684,182	April 15, 1999
DEJA DISCUSSIONS	U.S. (pending)	75/684,177	April 15, 1999
DEJA.COM	U.S. (pending)	75/683,688	April 16, 1999
MY DEJA	U.S. (pending)	75/683,689	April 16, 1999
DEJANEWS	U.S. (registered)	2013779	November 5, 1996
	Canada (registered)	507,161	January 27, 1999
	E.U./E.C. (registered)	616888	April 2, 1999
	Japan (registered)	4260111	April 9, 1999