

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Picasa Inc. | | 07/08/2004 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Google Inc. | | |
| Doing Business As: | DBA Google Inc. | | |
| Street Address: | 1600 Amphitheatre Parkway | | |
| Internal Address: | Building 41 | | |
| City: | Mountain View | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94043 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76508013 | PICTURE SIMPLICITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (650)618-8571 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 650-623-4560 | | |
| Email: | trademarks@google.com | | |
| Correspondent Name: | Rose Hagan - Google | | |
| Address Line 1: | 1600 Amphitheatre Parkway | | |
| Address Line 2: | Building 41 | | |
| Address Line 4: | Mountain View, CALIFORNIA 94043 | | |
| NAME OF SUBMITTER: | Karen Robertson | | |
| Signature: | /Karen Robertson/ | | |
| Date: | 05/18/2005 | | |

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 8th day of July, 2004 by and between Picasa, Inc., a Delaware corporation (hereinafter "Assignor") and Google Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant thereto, including, but not limited to, all common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world in and to said trademarks and applications and registrations thereof (hereinafter collectively referred to as the "Trademarks");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with the goodwill symbolized by said Trademarks.

Executed at Mountain View, CA this 13th day of May, 2005.

PICASA, INC.

By: 

David C. Drummond
Vice President

SCHEDULE A

Trademarks:

PICTURE SIMPLICITY, Serial No. 76/508,013