

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adaptive Path LLC		02/13/2006	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Google Inc.		
Street Address:	1600 Amphitheatre Parkway		
Internal Address:	Building 41		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78702941	MEASUREMAP	
Serial Number:	78702933	MEASURE MAP	
CORRESPONDENCE DATA			
Fax Number:	(650)618-8571		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-253-0000		
Email:	trademarks@google.com		
Correspondent Name:	Google Inc.		
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/		

CH \$65.00 78702941

Date:

08/24/2006

Total Attachments: 18

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EXECUTION COPY

ASSET PURCHASE AGREEMENT

BY AND AMONG

GOOGLE INC.,

ADAPTIVE PATH, LLC,

JEFFREY VEEN, CATHERINE YOUNG, LAURA KIRKWOOD,

LANE BECKER, JANICE LEE FRASER, JESSE JAMES GARRETT,

PETER MERHOLZ, BRYAN MASON

JANICE LEE FRASER, AS SELLER REPRESENTATIVE

AND

U.S. BANK, NATIONAL ASSOCIATION, AS ESCROW AGENT

DATED AS OF FEBRUARY 8, 2006

Execution copy

**TRADEMARK
REEL: 003377 FRAME: 0196**

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Exhibit A-1	Form of Offer Letter
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Exhibit C	Disclosure Schedule
Exhibit D	Milestones
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of February 8, 2006, by and among Google Inc., a Delaware corporation, with a place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 (the "Purchaser"), Adaptive Path, LLC, a California Limited Liability Company, with a place of business at 363 Brannan Street, San Francisco, California 94107 ("Seller"), Jeffrey Veen, Catherine Young, Laura Kirkwood, Lane Becker, Janice Lee Fraser, Jesse James Garrett, Peter Merholz and Bryan Mason (collectively, the "Equityholders"), and with respect to ARTICLE 9, ARTICLE 10, ARTICLE 11 and ARTICLE 12 hereof only, Janice Fraser as "Seller Representative" and U.S. Bank, National Association as Escrow Agent. Each of the Purchaser, Seller and the Equityholders is referred to herein individually as a "Party," and collectively as the "Parties".

RECITALS

A. Seller owns and operates the Business (as defined below). The Equityholders own all of the outstanding equity interests of Seller.

B. Seller desires to sell, and Purchaser desires to purchase, substantially all of the assets of Seller associated with the Business.

C. Concurrently herewith, and as a material inducement to Purchaser to enter into this Agreement, each of the Designated Employees shall have executed and delivered to Purchaser Google's form Offer Letters and At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement, the current forms of which are attached hereto as Exhibits A-1 and A-2, respectively (the "Offer Letters" and "Confidential Information and Invention Assignment Agreement," respectively), in each case to be effective upon the Closing (as defined below).

D. Concurrently with the Closing, and as a material inducement to Purchaser to enter into this Agreement, each of Adaptive Path, LLC, Jeffrey Veen, Catherine Young, Laura Kirkwood, Lane Becker, Janice Lee Fraser, Jesse James Garrett, Peter Merholz and Bryan Mason shall execute and deliver to Purchaser a Noncompetition Agreement in the form attached hereto as Exhibit B (the "Noncompetition Agreement").

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Capitalized Terms. The following capitalized terms shall have the meanings set forth below:

include the masculine and neuter genders, and the neuter gender will include the masculine and feminine genders;

(b) the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation";

(c) all references in this Agreement to "Schedules," "Sections" and "Exhibits" are intended to refer to Schedules, Sections and Exhibits to this Agreement, except as otherwise indicated;

(d) the headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement;

(e) each party has been represented by counsel during the negotiation and execution of this Agreement and, therefore, each waives the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document;

(f) nothing in the Disclosure Schedule shall be deemed an adequate disclosure to a representation or warranty made herein unless the statements in the Disclosure Schedule identifies the disclosure with reasonable particularity and indicates the Section and, if applicable, the Subsection of this Agreement to which such disclosure relates provided that each disclosure therein shall also relate to and qualify any other representations and warranties in this Agreement where the relevance to such other representations and warranties is readily apparent from the actual text of such disclosure; and

(g) each representation, warranty and covenant herein shall have independent significance so that if any Party has breached any representation, warranty or covenant in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

ARTICLE 2

TRANSFER OF ASSETS

2.1 Transfer of Assets.

(a) Transferred Assets. At the Closing and subject to the terms and conditions set forth in this Agreement, Seller shall cause to be sold, assigned, transferred, conveyed and delivered to Purchaser good and valid title to the Transferred Assets (as defined below) free and clear of any and all Liens. For purposes of this Agreement and subject to Section 2.1(b), "Transferred Assets" means and includes all of the following properties, rights, interests and other tangible and intangible assets (wherever located and whether or not required to be reflected on a balance sheet prepared in

accordance with GAAP), including any such assets acquired by Seller between the date hereof and the Closing (to the extent not included in the Excluded Assets):

- (i) the Transferred IP;
- (ii) the Transferred Products, including all Product Software;
- (iii) the Tangible Assets;
- (iv) all rights of Seller under the Transferred Contracts;
- (v) the Transferred Technology;
- (vi) to the extent assignable under any applicable laws, all rights to recover past, present and future damages for the breach, infringement or misappropriation, as the case may be, of any of the foregoing, and all claims and causes of action against third parties related to the Business, including those related to the Transferred Assets;
- (vii) all Trademarks associated with the Business and all goodwill associated therewith;
- (viii) the Site and all rights thereto;
- (ix) all goodwill associated with the Transferred Assets and the Business; and
- (x) any other assets, tangible or intangible, or rights of Seller related to the Business and the Transferred Products (with the exception of the Excluded Assets), which are listed on Schedule 2.1(a)(x).

(b) Excluded Assets. Notwithstanding anything to the contrary, the Transferred Assets shall not include any of the following assets and properties of Seller (the "Excluded Assets"):

- (i) all personal property and interests therein, including raw materials, work-in-process, finished goods, machinery, inventory, supplies, equipment, furniture, office equipment, lab equipment, communications equipment, vehicles and other tangible property of Seller other than the Transferred Assets;
- (ii) all prepaid expenses and deposits of Seller, including ad valorem taxes, leases and rentals;
- (iii) all cash and cash equivalents, including petty cash, security deposits, Letters of Credit and any other restricted cash or cash assets of Seller;
- (iv) all rights and assets under all Contracts of Seller other than any Transferred Contracts (the "Retained Contracts");
- (v) all rights, claims, credits, causes of action or rights of set-off of Seller against third parties not included in the Transferred Assets pursuant to Section 2.1(a)(vi); and

(vi) all Intellectual Property Rights and Technology not included in the Transferred Assets, including those described in Schedule 2.1(b)(vi).

2.2 Delivery of Transferred Assets.

(a) On the Closing Date, Seller shall, at Seller's sole cost, in the manner and form, and to the locations, reasonably specified by Purchaser, (i) deliver to Purchaser or other entity designated by Purchaser, all of the Transferred Assets, (ii) in the case of the Transferred IP or other intangible assets, deliver such instruments as are necessary or desirable to document and to transfer title to such assets from Seller to Purchaser in accordance with Section 2.3 below, and (iii) deliver to Purchaser fully-executed, complete and accurate originals of all of the Transferred Contracts, or, to the extent originals are not available, fully-executed, complete and accurate copies of all of the Transferred Contracts. Without limiting the foregoing, Seller shall deliver to Purchaser at the Closing, by electronic transmission in a manner specified by Purchaser, all Transferred Assets contained in electronic form, including source code, object code, source documentation and all other related materials for Transferred Assets.

(b) To the extent that Purchaser cannot be granted possession by Seller of certain Tangible Assets as of the Closing Date, the transfer of possession will be substituted by an agreement that those assets shall be held by Seller for and on behalf of Purchaser until such time as Purchaser is granted possession thereof. During that period, Seller shall bear all risk of loss with respect to those Tangible Assets.

2.3 Technology Retention. Following the Closing Seller shall not retain copies of any of the Product Software or other Technology included in the Transferred Assets, even if such Transferred Assets are such that more than one copy may exist; provided, however, that Seller may retain one archival copy of any Product Software or other Technology included in the Transferred Assets in the possession of its outside counsel for use solely in the event a dispute arises hereunder and only in connection with such dispute.

2.4 Collateral Agreements. Without limiting the foregoing, at the Closing, Seller shall deliver to Purchaser, duly executed by Seller: (a) a General Assignment and Bill of Sale substantially in the form of Exhibit E hereto; and (b) assignments of the Transferred IP in the forms attached hereto as Exhibit F (the instruments referred to in clauses (a) and (b) being collectively referred to herein as the "Collateral Agreements").

2.5 Books and Records; Documents. At the Closing, to the extent permitted by applicable law, Seller will transfer to Purchaser all Books and Records, or copies thereof, and related materials in respect of the Business. In addition, before the Closing and for eighteen (18) months after the Closing, Seller will give Purchaser reasonable access, during normal business hours and after prior written request, to all books, records and files requested by Purchaser that are reasonably necessary in order for Purchaser to respond to any third party or governmental inquiries, investigations, claims or audits related to the Transferred Assets or otherwise.

2.6 Agreement to Perform Necessary Acts. To the extent reasonably necessary, following the Closing and without demanding further consideration therefor, Seller and each Equityholder shall, and shall cause its Employees and agents (including any named inventors on any Patents included in

the Transferred Assets), to provide Purchaser with reasonable access to relevant information, to provide Purchaser with reasonable cooperation and assistance in the enforcement or prosecution of any Transferred IP and otherwise to execute and deliver such other instruments and do and perform such other acts and things as may be reasonably necessary or desirable for effecting completely the consummation of the Transactions. Assistance under this Section may include execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a jurisdiction-by-jurisdiction and/or a country-by-country basis and such other instruments of sale, transfer, conveyance, and assignment as Purchaser or its counsel may reasonably request.

2.7 Assumed Liabilities.

(a) Assumed Liabilities. As of the Closing, Purchaser hereby agrees to assume (i) the obligations set forth on Schedule 2.7; and (ii) the executory obligations of Seller under the Transferred Contracts, in each case solely on a going-forward basis from and after the Closing Date; provided, however, Purchaser shall not have any obligation pursuant to any Transferred Contract that by its terms or under applicable law requires, prior to assignment, a consent to assignment unless a written consent thereto has been obtained on or prior to the Closing Date (the "Assumed Liabilities"). The Assumed Liabilities shall be the only obligations of Seller to be assumed by the Purchaser.

(b) Contracts. With respect to each Contract not assigned to Purchaser that would have been acquired by Purchaser pursuant to Section 2.1 but for the failure to obtain a required Consent, Seller shall use commercially reasonable efforts (without payment of any money) to obtain the Consents of all required parties to the assignment of such Contract(s). Such Contract(s) shall be promptly assigned by Seller to Purchaser after receipt of such Consents after the Closing Date and thereafter shall be deemed to be an Assumed Liability hereunder as if such Consent had been obtained prior to the Closing Date. Notwithstanding the absence of any such Consent, the Purchaser shall be entitled to the benefits of such Contract(s) accruing after the Closing Date, and Purchaser agrees to perform at its sole expense all of the obligations of Seller to be performed under such Contract(s) from the Closing Date until such time as Purchaser reasonably determines that such Consents cannot be obtained, after which time Purchaser shall have no further obligation with respect to the performance of such Contract(s).

(c) No Limitation on Indemnity. Notwithstanding anything to the contrary contained above, the assumption by Purchaser of the Assumed Liabilities shall in no way relieve Seller or any Equityholder of any duty under ARTICLE 10 hereof to indemnify any Indemnified Party (as defined below) for any Loss arising from a breach of any representation, warranty or covenant of Seller or any Equityholder contained in this Agreement or any instrument or certificate delivered pursuant hereto.

2.8 Excluded Liabilities. Except for the Assumed Liabilities specifically set forth in Section 2.7 above, Purchaser shall not assume or otherwise become responsible for, and the Assumed Liabilities expressly exclude, any Liability of Seller or any Equityholder (the "Excluded Liabilities"). Without limiting the foregoing, the term "Excluded Liabilities" shall include all Liabilities related to: (a) the Excluded Assets; (b) the Transferred Assets or the Business which accrue, or are outstanding or unpaid, on or prior to the Closing Date; (c) all Excluded Employee Liabilities; (d) warranty and support obligations to third parties related to the Transferred Products which relate to the period

prior to the Closing Date; (e) returns or refunds related to the Transferred Products which relate to the period prior to the Closing Date; (f) royalties due for use or distribution of any Technology included in the Transferred Assets which relate to the period prior to the Closing Date; (g) any Taxes incurred by Seller for any taxable period, or attributable to Seller's operation of the Business or ownership or use of the Transferred Assets for any taxable period or portion thereof, ending on or prior to the Closing, including any Taxes arising from the Transactions (other than 50% of the Transfer Taxes (as defined below)); and (h) those matters identified on Schedule 2.8.

ARTICLE 3

CLOSING, PURCHASE PRICE AND PAYMENTS

3.1 Closing. The closing of the Transactions (the "Closing") shall take place at the offices of Purchaser, commencing at 10:00 a.m., Pacific Time, on the date that is two (2) business days following the satisfaction or written waiver of the conditions of Closing set forth in Sections 8.1, 8.2 and 8.3 (other than those conditions that by their terms are not satisfied until the Closing, but subject to the waiver or fulfillment of those conditions), or such other date, time or location that the Parties may mutually determine.

3.2 Deliveries at Closing. In addition to and in accordance with the obligations of Seller set forth under ARTICLE 2, at the Closing Seller shall deliver, or cause to be delivered, to Purchaser:

(a) The Transferred Assets (including the Transferred Contracts and any Consents required for the delegation of all duties and assignment of all rights under those Transferred Contracts to Purchaser);

(b) Fully-executed Collateral Agreements;

(c) To the extent permitted by applicable law, copies of the Books and Records, and any filings and other documentation (other than the Collateral Agreements) relevant to the Transferred IP and not yet delivered;

(d) Fully-executed Non-Competition Agreements;

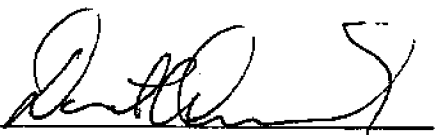
(e) Fully-executed Offer Letters and Confidential Information and Invention Assignment Agreements; and

(f) A fully-executed certificate of Seller required by Section 8.2(g).

3.3 Purchase Price. In consideration of the sale, assignment and transfer of the Transferred Assets, and subject to the terms and conditions set forth in this Agreement, including Sections 3.4, 3.5 and 3.6 below, Purchaser will pay to Seller an aggregate purchase price of up to Five Million Seven Hundred Seventeen Thousand Dollars (\$5,717,000) (the "Purchase Price"). Purchaser shall have no obligation to pay the Purchase Price or any other amount to Seller in the event the Closing does not occur.

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.

GOOGLE INC.

By: 
David Drummond,
Senior Vice President, Corporate Development

ADAPTIVE PATH, LLC

By: _____
Janice Lee Fraser
Chief Executive Officer

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

**TRADEMARK
REEL: 003377 FRAME: 0207**

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.

GOOGLE INC.

By: _____
David Drummond,
Vice President, Corporate Development

ADAPTIVE PATH, LLC

By:  _____
Janice Lee Fraser
Chief Executive Officer

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

TRADEMARK
REEL: 003377 FRAME: 0208

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.


SELLER REPRESENTATIVE

By: 
Janice Fraser

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.

EQUITYHOLDERS:

By: 

Jeffrey Veen

By: _____
Catherine Young

By: _____
Laura Kirkwood

By: _____
Lane Becker

By: _____
Janice Lee Fraser

By: _____
Jesse James Garrett

By: _____
Peter Merholz

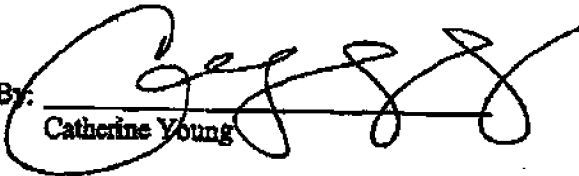
By: _____
Bryan Mason

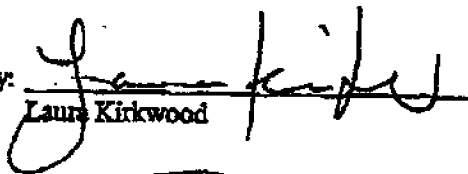
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EQUITYHOLDERS:

By: _____
Jeffrey Veen

By: 
Catherine Young

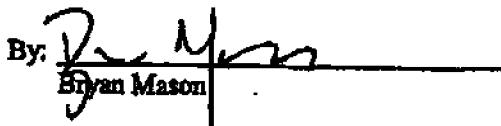
By: 
Laura Kirkwood

By: 
Lane Becker

By: 
Janice Lee Fraser

By: _____
Jesse James Garrett

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Peter Merholz

By: 
Bryan Mason

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EQUITYHOLDERS:

By: _____
Jeffrey Veen

By: _____
Catherine Young

By: _____
Laura Kirkwood

By: _____
Lana Becker

By: _____
Janice Lee Fraser

By: _____
Jesse James Garrett

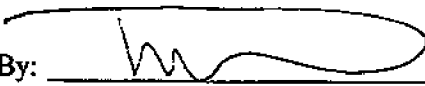
By: _____
Peter Metholz

By: _____
Bryan Mason

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the individuals and entities listed below, in their own capacity or by their duly authorized representatives, have executed this Agreement as of the date first written above.

U.S. BANK, NATIONAL ASSOCIATION, AS ESCROW AGENT

By: 
Name: MICHAEL P. SUSNOW
Title: Vice President

Date: 2/8/06

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT