

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
YouTube, LLC	FORMERLY Snowmass Newco LLC	07/24/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Google Inc.		
Street Address:	1600 Amphitheatre Parkway		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78802261	YOUTUBE	
Serial Number:	78802278	YOU TUBE	
Serial Number:	78802315	BROADCAST YOURSELF	
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:	Tu Tsao		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
ATTORNEY DOCKET NUMBER:	YOUTUBE		
NAME OF SUBMITTER:	Jacqueline Lawrence		

CH \$90.00 78802261

Signature:	/JML/
Date:	07/24/2007
Total Attachments: 4 source=YouTubeLLC_GoogleInc_TM_assignment#page1.tif source=YouTubeLLC_GoogleInc_TM_assignment#page2.tif source=YouTubeLLC_GoogleInc_TM_assignment#page3.tif source=YouTubeLLC_GoogleInc_TM_assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 13 day of November, 2006 by and between YouTube, LLC, a Delaware corporation (hereinafter "Assignor") and Google Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, 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 any applications and registrations thereof, including any intent-to-use applications (hereinafter collectively referred to as the "Trademarks");

WHEREAS, for the Trademarks in use, Assignor has adopted, used, is using and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, for the Trademarks not in use, Assignor has intent to use the Trademarks in connection with Assignor's existing and ongoing business, or portion thereof to which the Trademarks pertain, 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 (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iv) all income, royalties, damages and payments in respect of the Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks.

Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignee hereby appoints Assignor's in-house trademark counsel as Assignee's attorney-in-fact to execute all documents on behalf of Assignee and its employees for this limited purpose.

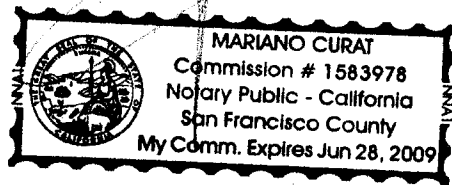
Executed at Mountain View, CA this 24 day of July, 2007.

[ASSIGNOR]

By: Tu Tsao

Tu Tsao
Printed Name

Trademark Counsel
Title



SCHEDULE A

Trademarks:

All trademarks related to the following:

YOUTUBE

BROADCAST YOURSELF



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA } SS.

On July 24, 2007, before me, Mariano Curat, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared TU TU ISAQ
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence 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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____