

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS 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>
Zingku, Inc.		10/05/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Google Inc.		
<b>Street Address:</b>	1600 Amphitheatre Parkway		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78963133	ZINGKU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)618-8571		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-253-0000		
<b>Email:</b>	trademarks@google.com		
<b>Correspondent Name:</b>	Google Inc.		
<b>Address Line 1:</b>	1600 Amphitheatre Parkway		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94043		
<b>NAME OF SUBMITTER:</b>	Jacqueline Lawrence		
<b>Signature:</b>	/JML/		
<b>Date:</b>	01/07/2008		

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Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 5th day of October, 2007 by and between Zingku, Inc., 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, but not limited to, 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 desires to acquire 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 transfers and 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 (whether arising prior to or subsequent to the date of this Assignment).

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

ZINGKU, INC.

By: M B Shore  
Name: Maurice B. Shore  
Title: President

[Signature page to Assignment of Trademarks]

**SCHEDULE A  
Trademarks**

**Intent-to-Use Applications:**

Trademark	Serial No.	Application Date
ZINGKU (word mark)	78963133	August 29, 2006

**Unregistered Trademarks:**

All unregistered trademarks and other Intellectual Property Rights related to the Transferred Products, including the Product Software and the common law trademark rights to "Zingku" and "Ripple9" marks.