

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Google Inc.		03/24/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OpenSocial Foundation		
<b>Street Address:</b>	701 First Avenue		
<b>Internal Address:</b>	c/o Yahoo! Inc.		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94089		
<b>Entity Type:</b>	Nonprofit Public Benefit Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3593351	OPENSOCIAL	
<b>Registration Number:</b>	3629110	OPENSOCIAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-988-8500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Fenwick & West LLP		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Silicon Valley Center		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	B9461-00070-2450		
<b>NAME OF SUBMITTER:</b>	Sally M. Abel, Esq.		

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Signature:	/sma/
Date:	01/13/2010
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**OPENSOCIAL FOUNDATION  
ADDENDUM TO INTENT AGREEMENT**

This ADDENDUM TO INTENT AGREEMENT (the "Addendum") is effective as of March 24, 2009 (the "Addendum Effective Date") by and between the OpenSocial Foundation (the "Foundation"), a California nonprofit public benefit corporation, Yahoo!, Inc. ("Yahoo!"), a Delaware corporation with offices at 701 First Avenue, Sunnyvale, CA 94089, MySpace, Inc. ("MySpace"), a Delaware corporation with offices at 407 N. Maple Drive, Beverly Hills, CA 90210, and Google Inc. ("Google"), a Delaware corporation with offices at 1600 Amphitheater Parkway, Mountain View, California 94043 (each individually, a "Party," and collectively, the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

**Background**

Yahoo!, MySpace, and Google entered into the OpenSocial Foundation Intent Agreement dated March 25, 2008 (the "Agreement") to create a non-profit foundation to further open up the OpenSocial intellectual property to the public.

We want to acknowledge the creation of the Foundation and to provide for the transfer of certain intellectual property to the Foundation in accordance with the Agreement.

Now therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we hereby agree to the following:

**Terms**

**1. FOUNDATION ESTABLISHMENT**

The Parties hereby acknowledge satisfaction of the conditions for Foundation Establishment. The Addendum Effective Date shall be the Establishment Date. The Parties agree that the licenses and covenants set forth in Section 2 of the Agreement and their intellectual property rights in any OpenSocial Specification and the "OpenSocial" trademark are hereby subject to and superseded by the relevant aspects of the Foundation Intellectual Rights Policy and applicable Contributor License Agreement, which collectively constitute the Foundation IP Agreement.

**2. CONTRIBUTION OF OPENSOCIAL SUBJECT MATTER**

2.1 Contribution License Agreement. Each of Yahoo!, MySpace, and Google (each, a "Contributor") acknowledges that it has satisfied Section 1.4(a) of the Agreement by approving the Foundation Intellectual Property Rights Policy and entering into the Foundation Initial Specification Patent Non-Assertion Agreement.

2.2 Trademark Assignment. In accordance with Section 1.4(b) of the Agreement, Google assigns to the Foundation all right, title, and interest in and to the trademark OPENSOCIAL and applications for registration of OPENSOCIAL (USPTO Appl. Nos. 77/320,655 and 77/659,728), together with the goodwill of the business symbolized by the trademark and applications for registration.

2.3 Domain Transfer. In accordance with Section 1.4(c) of the Agreement, Google has transferred the following domain name (the "OpenSocial Domain") to the Foundation: opensocial.org.

2.4 Disclaimer. No Contributor makes (and each Contributor hereby expressly disclaims) any

warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to its contribution to the OpenSocial Specifications, to the "OpenSocial" trademark, or to the OpenSocial Domain.

### 3. GENERAL PROVISIONS

The Addendum shall be governed by the laws of California without giving effect to any conflict of laws or choice of laws concepts. With respect to any dispute or litigation arising out of or relating to this Addendum, each Party agrees that it shall be filed in and heard by the state or federal courts with jurisdiction to hear such suits in either Los Angeles County or Santa Clara County, California. This Addendum constitutes the entire understanding and agreement with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements whether oral or written between the Parties relating to the subject matter of this Addendum, all of which are merged in this Addendum. If any provision of this Addendum is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Addendum shall remain valid and enforceable according to its terms. In such event, the Parties agree to negotiate in good faith, a legal and enforceable substitute provision which most nearly conforms to the Parties' intention in entering into this Addendum. Except as expressly modified herein, the terms of the Agreement remain in full force and effect. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTIES FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS ADDENDUM, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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**Accepted and Agreed:**

**OpenSocial Foundation**

By:   
(Authorized signature)

Name: Daniel Peterson

Title: President

**Yahoo!, Inc.**

By:

(Authorized signature)

Name:

Title:

**MySpace, Inc.**

By:

(Authorized signature)

Name:

Title:

**Google Inc.**

By:

(Authorized signature)

Name:

Title:

**Accepted and Agreed:**

**OpenSocial Foundation**


By:

(Authorized signature)

Name:

Title:

**Yahoo!, Inc.**

By: 

(Authorized signature)

Name: Samuel Pullara

Title: Chief Technologist

**MySpace, Inc.**

By:

(Authorized signature)

Name:

Title:

**Google Inc.**

By:

(Authorized signature)

Name:

Title:

**Accepted and Agreed:**

**OpenSocial Foundation**

By:

(Authorized signature)

Name:

Title:

**Yahoo!, Inc.**

By:

(Authorized signature)

Name:

Title:

**MySpace, Inc.**

By:



(Authorized signature)

Name: Tichen Hurff

Title: SVP, Engineering

**Google Inc.**

By:

(Authorized signature)

Name:

Title:

Accepted and Agreed:

OpenSocial Foundation

By:

(Authorized signature)

Name:

Title:

Yahoo!, Inc.

By:

(Authorized signature)

Name:

Title:

MySpace, Inc.

By:

(Authorized signature)

Name:

Title:

Google Inc.

By:

(Authorized signature)

Name:

JEFF HUBER

Title:

SVP, Engineering

