

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
Bitnik, Inc.		03/01/2010	CORPORATION: WASHINGTON
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: 4			
Property Type	Number	Word Mark	
Serial Number:	77157932	PICNIK	
Serial Number:	77884630	PHOTOTAINMENT	
Serial Number:	77884617	PHOTOTAINMENT	
Serial Number:	77978769	PICNIK	
CORRESPONDENCE DATA			
Fax Number:	(650)618-1806		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	tmdocketing@google.com		
Correspondent Name:	Google Inc.		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
NAME OF SUBMITTER:	Jacqueline Lawrence		
Signature:	/JML/		
Date:	04/02/2010		

CH \$115.00 77157932

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 1st day of March, 2010 by and between Bitnik, Inc., a Washington 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;

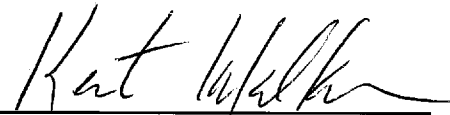
NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks,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

Executed at Mountain View, California, this 2nd day of April, 2010.

Bitnik, Inc.

By: 

Kent Walker

Printed Name

Assistant Secretary

Title

SCHEDULE A

Trademarks:

Application/Registration No:

PHOTOTAINMENT

77/884,617

PHOTOTAINMENT

77/884,630

PICNIK

77/157,932

PICNIK

3,763,255

ACKNOWLEDGMENT

State of California
County of Santa Clara)

On April 2, 2010 before me, Jacqueline Lawrence, Notary Public
(insert name and title of the officer)

personally appeared Kent Walker
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jacqueline Lawrence* (Seal)

