

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
On2 Technologies, LLC		06/14/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Google Inc.		
Street Address:	1600 Ampitheatre Parkway		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77437662	HANTRO	
CORRESPONDENCE DATA			
Fax Number:	(650)253-2228		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-253-2920		
Email:	tmdocketing@google.com		
Correspondent Name:	Terri Chen		
Address Line 1:	1600 Ampitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
ATTORNEY DOCKET NUMBER:	GT-0208-US-1		
NAME OF SUBMITTER:	Michael Young		
Signature:	/Michael Young/		
Date:	06/14/2010		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 19th day of February, 2010 by and between **On2 Technologies, LLC** a Delaware limited liability company (hereinafter "Assignor") and **Google Inc.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark 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 trademark 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 Trademark and has not abandoned the same;

WHEREAS, for the Trademarks not in use, Assignor has an intent to use the Trademark in connection with Assignor's existing and ongoing business, or portion thereof to which the Trademark pertains, and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademark worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademark 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 Trademark worldwide, together with (i)

the goodwill symbolized by said Trademark, (ii) the business or portion of the business to which the Trademark pertains, (iii) all registrations and applications (including intent-to-use applications) for the Trademark, (iv) all income, royalties, damages and payments in respect of the Trademark, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademark.

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, CA this 14th, day of June, 2010.

On2 Technologies, LLC

By:  _____

Kent Walker
Assistant Secretary

SCHEDULE A

Trademarks:

HANTRO and Design



U.S. Trademark Application No. 77/437,662