

TRADEMARK ASSIGNMENT

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 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
On2 Technologies, LLC		03/10/2011	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	
Registration Number:	2717548	FLIX	
Registration Number:	3375806	ON2	
Registration Number:	3375741	VP6	
CORRESPONDENCE DATA			
Fax Number:	(650)618-8571		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6502530000		
Email:	tmdocketing@google.com		
Correspondent Name:	Christine Hsieh		
Address Line 1:	1600 Ampitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
ATTORNEY DOCKET NUMBER:	GT-0207-US-1		
NAME OF SUBMITTER:	Michael Young		

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TRADEMARK
 REEL: 004497 FRAME: 0306

Signature:	/Michael Young/
Date:	03/14/2011
Total Attachments: 3 source=ON2.assignment.3marks#page1.tif source=ON2.assignment.3marks#page2.tif source=ON2.assignment.3marks#page3.tif	



TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 10th day of March, 2011 by and between **On2 Technologies, LLC**, a Delaware limited liability company (hereinafter "Assignor"), having its place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA and **Google Inc.**, a Delaware corporation ("Assignee"), having its place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA.

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 10th day of March, 2011.

On2 Technologies, LLC

By: _____

Donald Harrison
CEO, President and Secretary



Exhibit A

FLIX

U.S. Trademark Registration No. 2,717,548

ON2

U.S. Trademark Registration No. 3,375,806

VP6

U.S. Trademark Registration No. 3,375,741