

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
RightsFlow, Inc.		06/06/2012	CORPORATION: 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: 4			
Property Type	Number	Word Mark	
Registration Number:	3507490	RIGHTSFLOW	
Registration Number:	3795423	RIGHTSFLOW	
Registration Number:	3915857	LIMELIGHT	
Registration Number:	4106906	MYSPARK	
CORRESPONDENCE DATA			
Fax Number:	6506188571		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502530000		
Email:	tmdocketing@google.com		
Correspondent Name:	Emily Burns, Esq.		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
ATTORNEY DOCKET NUMBER:	RIGHTSFLOW		
NAME OF SUBMITTER:	Emily Burns, Esq.-Trademark Counsel		

CH \$115.00 3507490

TRADEMARK

Signature:	/EmilyBurns/
Date:	06/06/2012
Total Attachments: 3 source=RightsFlow-Trademark Assignment#page1.tif source=RightsFlow-Trademark Assignment#page2.tif source=RightsFlow-Trademark Assignment#page3.tif	



TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 2nd day of April, 2012 by and between RightsFlow, Inc., a Delaware corporation (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;

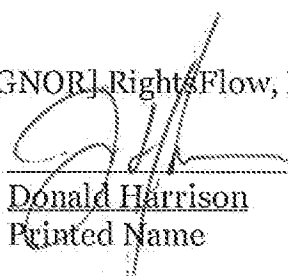
NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (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 21 day of June, 2012.

[ASSIGNOR] RightsFlow, Inc.

By:

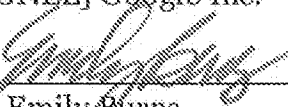


Donald Harrison
Printed Name

Sole Director, CEO, President and Secretary
Title

[ASSIGNEE] Google Inc.

By:

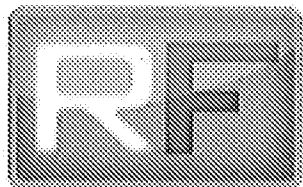


Emily Burns
Printed Name

Trademark Counsel
Title

SCHEDULE A

Trademarks:



RIGHTSFLOW

limelight 

Designed By Musicians For Musicians

Start clearing your songs now

limelight 

Designed By Musicians For Musicians

The simplest way to clear cover songs

myspark
The Right Way To Register



U.S. Trademark Registrations

Mark	Application No.	Registration No.
RIGHTSFLOW	77304749	3507490
RIGHTSFLOW	77500941	3795423
LIMELIGHT	77908855	3915857
MYSPARK	85322520	4106906