

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
Bump Technologies, Inc.		09/13/2013	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: 3			
Property Type	Number	Word Mark	
Registration Number:	4200763		
Registration Number:	4310949	BUMP	
Registration Number:	4332763	BUMP PAY	
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>			
Email:	tmdocketing@google.com		
Correspondent Name:	Gavin Charlston		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94303		
NAME OF SUBMITTER:	Michael Young		
Signature:	/Michael Young/		
Date:	11/12/2013		

CH \$90.00 4200763

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 13th day of September, 2013 by and between Bump Technologies, Inc., a Delaware corporation (hereinafter "**Assignor**"), having its place of business at 399 W. El Camino Real #100, Mountain View, CA 94040 and Google Inc., a Delaware corporation ("**Assignee**"), having its place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043.

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) all registrations and applications (including intent-to-use applications) for the Trademarks, (iii) all income, royalties, damages and payments in respect of the Trademarks, and (iv) 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, including, without limitation, the execution of any other assignments or documents that may be necessary to evidence Assignee's ownership of the Trademarks in the US Patent and Trademark Office and the trademark offices of any foreign country or jurisdiction. 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.

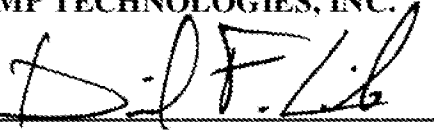
Limited License; Phase-Out Period. Assignee grants Assignor a limited license (the "**Limited License**") to use the Trademarks in connection with the goods and services and manner of use existing on the Effective Date ("**Service**"). This Limited License shall commence on the Effective Date and terminate on the date that is six months following the Effective Date (the "**License Term**"). Assignor shall not expand its use of the Trademarks with any new products or services during the License Term. At all times during the License Term, Assignor shall maintain at least the level of quality for the Service that is reflected in the Service as of the Effective Date. Any goodwill generated by the Trademarks pursuant to this Limited License shall inure to the benefit of Assignee.

Limited and Prohibited Use. During the License Term, Assignor's use of the Trademarks shall be limited to use with the Service. Following the expiration of the License Term, Assignor shall not use the Trademarks, or any variation thereon, with any product or service in any country or jurisdiction worldwide.

[Signature page follows]

Executed at Mountain View, California this 13th day of September, 2013.

BUMP TECHNOLOGIES, INC.

By: 

David F Lieb
Printed Name

CEO
Title

GOOGLE INC.

By: _____

Printed Name

Title

Signature Page to Trademark Assignment

Executed at Mountain View, California this 13th day of September, 2013.

BUMP TECHNOLOGIES, INC.

By: _____

Printed Name

Title

GOOGLE INC.

By: Nidhi Shah

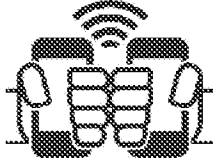
Nidhi Shah

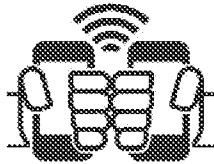

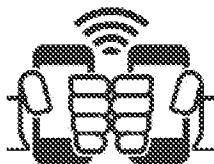
Printed Name

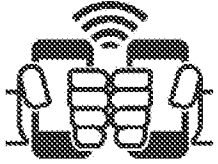
Authorized Signatory

Title

SCHEDULE A

Mark	Country	Application No.
		Registration No.
	United States	85/271,333
		4,200,763
BUMP	United States	77/701,789
		4,310,949
BUMP	United States	85/289,675
BUMP	United States	85/289,677
BUMP	United States	85/289,671
BUMP	United States	85/289,669
BUMP	United States	85/289,672
BUMP PAY	United States	85/549,958
		4,332,763
PHOTOROLL	United States	85/904,943
BUMP	Australia	1,452,272
		1,452,272
BUMP	Canada	1,546,958
BUMP	China	10035994
		10035994
BUMP	China	10035995
		10035995
BUMP	China	10035996
		10035996
BUMP	China	10035997
		10035997
BUMP	China	10036012
		10036012
BUMP	European Union (CTM)	9,420,704

		9,420,704
BUMP	European Union (CTM)	9,930,471
		9,930,471
	European Union (CTM)	10,273,126
		10,273,126
FLOCK	European Union (CTM)	11,133,601
		11,133,601
	Hong Kong	302035331
		302035331
BUMP	Hong Kong	301903581
		301903581
	Int'l Registration	1100204
BUMP	Israel	241,137
BUMP	Japan	2011-030755
		5532302
BUMP	South Korea	45-2011-0001913
		4500410630000
BUMP	Singapore	T1113797Z
		T1113797Z
BUMP	Taiwan	100051197
		1595453

	South Korea	WO 1 100 204 WO 1 100 204
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