

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JVL Ventures, LLC		02/20/2015	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: 7			
Property Type	Number	Word Mark	
Serial Number:	85464225	CLIP	
Serial Number:	85469984	SMARTTAP	
Serial Number:	85474680	CLIP	
Serial Number:	86356067	SOFTCARD	
Serial Number:	86385906	SOFTCARD	
Serial Number:	86385909	SOFTCARD	
Serial Number:	86385905	SOFTCARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</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:	Gavin Charlston		
SIGNATURE:	/Gavin Charlston/		
DATE SIGNED:	02/26/2015		

CH \$190.00 85464225

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement") is made and entered into as of February 20, 2015, by and between JVL Ventures, LLC, a Delaware limited liability company, with a business address of 230 Park Avenue, Suite 2700, New York , NY 10169 ("Assignor"), and Google Inc., a Delaware corporation, with a business address of 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Assignee").

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of February 20, 2015, (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to sell, transfer, assign and deliver and Assignee agreed to purchase, among other assets, the marks identified in Schedule A hereto (the "Marks"); and

WHEREAS, Assignee is the successor to the business of the Assignor, or portion thereof, to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest, whether statutory or at common law, in and to (i) the Marks, together with all the goodwill of the business in connection with which the Marks have been used in the United States and all countries throughout the world, and all claims related thereto, if any, which may have arisen prior to the date of this Agreement and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein..

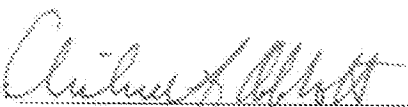
2. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

JVL VENTURES, LLC

By: 

Name: Michael J. Abbott

Title: Chief Executive Officer

ASSIGNEE:

GOOGLE INC.

By: _____

Name:

Title:

[Signature Page to Trademark Assignment]