

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344351

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Skillman & Hackett, LLC | | 04/03/2015 | LIMITED LIABILITY COMPANY: MICHIGAN |
| 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86579859 | TILT BRUSH | |
| 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 | | |
| ATTORNEY DOCKET NUMBER: | GT-0840-US-1 | | |
| NAME OF SUBMITTER: | Christine Hsieh | | |
| SIGNATURE: | /Christine Hsieh/ | | |
| DATE SIGNED: | 06/11/2015 | | |
| Total Attachments: 5 | | | |
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| source=Skillman & Hackett & Google - US - NEXUS (April 2015)#page2.tif | | | |
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CH \$40.00 86579859

TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is effective as of the 3rd day of April, 2015, (the “**Effective Date**”), by and between Skillman & Hackett, LLC, a Michigan limited liability company (hereinafter “**Assignor**”) and Google Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in that certain Asset Purchase Agreement (the “**Asset Purchase Agreement**”) dated April 3, 2015 by and among Assignee, Assignor and certain other parties.

RECITALS

A. 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**”).

B. 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.

C. 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.

D. Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks worldwide.

E. 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:

1. Assignment. 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 arising after the Effective Date, 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.

2. Assistance; Assurances. At Assignee’s cost and expense (and upon Assignee’s written request), 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.

3. Prohibited Use. Following the assignment of the Trademarks on the date hereof, Assignor shall not use the Trademarks, or any confusingly similar variation thereon, with any product or service in any country or jurisdiction worldwide.

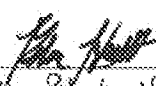
4. Miscellaneous. This Assignment shall be governed by the governing law provision of the Asset Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Asset Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Asset Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR

SKILLMAN & HACKETT, LLC

By: 
Name: Patrick Hackett
Title: Co-Founder
Address: 1645 Golden Gate Ave #2
San Francisco CA 94115

ASSIGNEE

GOOGLE INC.

By: _____
Name:
Title:
Address:

Signature Page to Trademark Assignment

**TRADEMARK
REEL: 005550 FRAME: 0542**

IN WITNESS WHEREOF, this Trademark Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR

SKILLMAN & HACKETT, LLC

By: _____

Name:

Title:

Address:

ASSIGNEE

GOOGLE INC.

By:  _____

Name: Kenneth Yi

Title: Assistant Secretary

Address: 1600 Amphitheatre Parkway
Mountain View, CA 94043

SCHEDULE A

| Mark | Country | Application No. |
|-------------|----------------|---|
| TILT BRUSH | USA | Registration No. Application Serial #86/579,859 |