

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Google, Inc.		12/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Thread Group, Inc.		
Street Address:	2400 Camino Ramon #375		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86977838	THREAD	
CORRESPONDENCE DATA			
Fax Number:	8592520779		
<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>			
Phone:	859-252-0889		
Email:	robin@iplaw1.net		
Correspondent Name:	Andrew D. Dorisio		
Address Line 1:	247 North Broadway		
Address Line 4:	Lexington, KENTUCKY 40507		
ATTORNEY DOCKET NUMBER:	2104-001 C DIV		
NAME OF SUBMITTER:	Andrew D. Dorisio		
SIGNATURE:	/Andrew D. Dorisio/		
DATE SIGNED:	12/16/2015		
Total Attachments: 4			
source=thread_tmtransferfromgoogle#page1.tif			
source=thread_tmtransferfromgoogle#page2.tif			
source=thread_tmtransferfromgoogle#page3.tif			
source=thread_tmtransferfromgoogle#page4.tif			

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of this 3rd day of December, 2015, is made among Google Inc., a Delaware company, having a place of business at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google"), and Thread Group, Inc., a Delaware company, having a place of business at 2400 Camino Ramon #375, San Ramon, California 94583 (the "Assignee") (each a "party" and collectively, the "parties").

WHEREAS, Assignor is the owner of the service mark (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademark"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademark.

NOW THEREFORE, for good and valuable consideration, including the premises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademark, including all rights therein provided by international conventions and treaties; all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances.

(a) Assignor shall (i) execute and deliver at the request of the Assignee, all papers, instruments and assignments, and perform any other reasonable acts the Assignee may require in order to (A) update the public records with the correct registered owner's name of any of the Trademark and/or (B) vest all Assignor's rights, title, and interest in and to the Trademark in the Assignee and (ii) provide reasonable evidence as necessary to document any of the foregoing.

(b) Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts in order to vest in Assignee or record in the name of Assignee all of Assignor's right, title, and interest in and to the Trademarks with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests the appropriate official of any applicable Governmental Authority to record this Assignment and issue any and all registrations from any and all applications for registration included in the Trademark to and in the name of Assignee.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

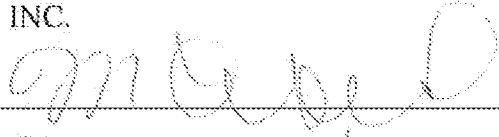
5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

[Remainder of Page Intentionally Left Blank]

GOOGLE INC.

By: _____



Name: _____


Manque Libard

Title: _____

Trademark Counsel

THREAD GROUP, INC.

By: _____



Name: _____

Deepak Kamrani

Title: _____

Executive Director

[Signature Page for Google-Thread Group Assignment]

Schedule A

K&S #	REFERENCE #	COUNTRY	TRADEMARK	APPLICATION NUMBER
2104-001 C DIV	GT-0676-US-4	United States	THREAD	86/977,838