

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386969

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.		06/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sidewalk Labs Employees, LLC		
Street Address:	100 Park Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86658587	SIDEWALK LABS	
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:	Andy Abrams		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
NAME OF SUBMITTER:	Michael Young		
SIGNATURE:	/Michael Young/		
DATE SIGNED:	06/07/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 19th day of May, 2016 by and between **Google Inc.**, a Delaware corporation (hereinafter "Assignor"), and **Sidewalk Labs Employees, LLC**, a Delaware limited liability company ("Assignee"), having its place of business at 100 Park Avenue South, 6th Floor, New York, NY 10017.

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;

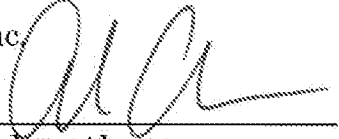
NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (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 San Francisco, California this 2nd day of June, 2016.

Google Inc.

By:



Andrew Abrams

Andrew Abrams

Printed Name

Senior Trademark Counsel

Title

SCHEDULE A

United States Trademark Application:

SIDEWALK LABS

Serial No. 86/658,587