

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900379875		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allan MacKinnon		09/16/2016	INDIVIDUAL:
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	
Registration Number:	4041367	PIXEL I/O	
CORRESPONDENCE DATA			
Fax Number:	6502530000		
<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:	6502530000		
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-1051-US-1		
NAME OF SUBMITTER:	Ritasha Singh		
SIGNATURE:	/Ritasha Singh/		
DATE SIGNED:	10/17/2016		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is effective as of September 16, 2016 (the “**Effective Date**”), by and among Google Inc., a Delaware corporation (hereinafter “**Assignee**”), and Pixel I/O, LLC, a Washington limited liability company (the “**Company**”), and Allan MacKinnon, in his individual capacity (together with the Company, the “**Assignor**”). 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 September 16, 2016 by and among Assignee, Assignor and Allan MacKinnon, the sole member of Assignee.

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) 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.

2. Assistance; Assurances. At Assignor’s cost and expense, 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.

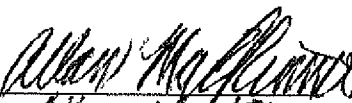
[Signature page follows]

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:

By: 
Name: Allan MacKinnon

PIXEL I/O, LLC

By: 
Name: Allan MacKinnon
Title: MEMBER
Address: 1301 4th AVE, RT 1004
SEATTLE, WA 98101

ASSIGNEE:

GOOGLE INC.

By: _____
Name:
Title:
Address:

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:


By: _____
Name: Allan MacKinnon

PIXEL I/O, LLC

By: _____
Name:
Title:
Address:

ASSIGNEE:

GOOGLE INC.

By:  _____
Name: Kenneth Yi
Title: Assistant Secretary
Address: 1600 Amphitheatre Parkway
Mountain View, CA 94043

Signature Page to Trademark Assignment

SCHEDULE A

Trademark Registration:

PIXEL I/O, US Trademark Registration no. 4041367

Common Law:

PIXEL I/O
HOTSORT
SPINEL

