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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM405573

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.		11/01/2016	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:	86980756	THREAD

### **CORRESPONDENCE DATA**

**Fax Number:** 8592520779

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.

Phone: 8592520889

Email: robin@iplaw1.net

Correspondent Name: Andrew D. Dorisio

Address Line 1: 800 Corporate Drive, Suite 200 Address Line 4: Lexington, KENTUCKY 40503

ATTORNEY DOCKET NUMBER:	2104-001C DIV II
NAME OF SUBMITTER:	Andrew D. Dorisio
SIGNATURE:	/Andrew D. Dorisio/
DATE SIGNED:	11/15/2016

### **Total Attachments: 4**

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> TRADEMARK REEL: 005921 FRAME: 0192

900384871

### ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment"), dated as of this day of NOVEWN DEV , 2016, 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:

I. <u>Assignment</u>. 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. <u>Due Authorization.</u> 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.

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- 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. <u>Counterparts.</u> 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.

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GOOGLE INC.
By: Marketo
Name: Morique E. Liburd
Title: Traciemark Counsy
THREAD GROUP, INC!  By:
Name: Deepak Kamlani
Title: EXPLUTIVE DIVECTOR

[Signature Page for Google-Thread Group Assignment]

# Schedule A

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TRADEMARK REEL: 005921 FRAME: 0196