

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twitter, Inc.		01/27/2017	Corporation: DELAWARE
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: 6			
Property Type	Number	Word Mark	
Serial Number:	86571446		
Serial Number:	86571451		
Serial Number:	86571458		
Registration Number:	4944010	CRASHLYTICS	
Registration Number:	4543971	CRASHLYTICS	
Registration Number:	4944017		
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		
NAME OF SUBMITTER:	Karen Robertson		
SIGNATURE:	/Karen Robertson/		
DATE SIGNED:	02/28/2017		
Total Attachments: 9			

CH \$165.00 86571446

source=Trademark_Assignment_(EXECUTION_VERSION)#page1.tif
source=Trademark_Assignment_(EXECUTION_VERSION)#page2.tif
source=Trademark_Assignment_(EXECUTION_VERSION)#page3.tif
source=Trademark_Assignment_(EXECUTION_VERSION)#page4.tif
source=Trademark_Assignment_(EXECUTION_VERSION)#page5.tif
source=Trademark_Assignment_(EXECUTION_VERSION)#page6.tif
source=Trademark_Assignment_(EXECUTION_VERSION)#page7.tif
source=Trademark_Assignment_(EXECUTION_VERSION)#page8.tif
source=Trademark_Assignment_(EXECUTION_VERSION)#page9.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), is made and entered into as of January 27, 2017 (the “**Effective Date**”), by and among Twitter, Inc., a Delaware Corporation, and Crashlytics, Inc., a Delaware Corporation, on the one hand (“**Assignor**”) and Google Inc., a Delaware corporation, on the other hand (“**Assignee**”).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 17, 2017, as amended, (the “**Purchase Agreement**”) and that certain Intellectual Property Assignment Agreement, dated as of January 27, 2017, pursuant to which the parties have agreed that all Assigned Trademarks will be owned by Assignee and assigned to Assignee hereunder;

WHEREAS, this Assignment is being executed to effect and record the assignment and sale from Assignor to Assignee of the Assigned Trademarks (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and such other good and valuable consideration as agreed between Assignor and Assignee under separate agreements, Assignor and Assignee hereby agree as follows:

1. Assignment of Assigned Trademarks.

Upon the terms and subject to the conditions set forth in the Purchase Agreement (including Section 1.4(a) of the Purchase Agreement), effective as of the Closing, Assignor hereby irrevocably and perpetually sells, assigns, and transfers to Assignee, free and clear of all Liens (as defined in the Purchase Agreement), and Assignee hereby purchases, acquires and accepts, all right, title and interest in and to the following (it being understood that the transfers contemplated by this Section 1 are intended to be absolute transfers and not by way of security) (collectively, the “**Assigned Trademarks**”), along with the ongoing and existing operation of the Transferred Products to which the Assigned Trademarks pertain as transferred pursuant to the Purchase Agreement:

(a) all rights in the trademarks, trade names, logos, service marks, designs, emblems, signs, insignia, slogans, other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing owned by Assignor as set forth on Schedule 1 hereto;

(b) all applications and registrations for the foregoing, reissues, re-examinations, substitutions and extensions of any of the foregoing;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable laws, rules or regulations of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(e) all related rights of priority and protection of interests of any of the foregoing;

(f) any and all claims, warranties, credits, causes of action and rights of Assignor, with respect to any of the foregoing, whether due, payable, accrued or arising on or after the Closing (or, in the case of the right to sue for Infringement of the Assigned Trademarks, before, on or after the Closing), including in each case rights to set-off, indemnity, warranty, reimbursement, refunds, recoupment, damages specific performance or other equitable relief and all other rights of enforcement or recovery possessed by the Seller Entities from or against any third Person regardless of whether or not such rights are currently exercisable or such claims have been asserted, except in each case to the extent such rights are described in clause (iv) of the definition of "Excluded Assets"; and

(g) all goodwill symbolized by any of the foregoing.

2. Miscellaneous.

(a) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Assignment shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release of any of the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

(c) If any provision of this Assignment or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Assignment with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(d) This Assignment may not be amended except by an agreement in writing signed by each of the parties.

(e) This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(f) The parties may execute this Assignment in one or more counterparts, and each fully executed counterpart shall be deemed an original.

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the date below and this Assignment shall be effective as of the Effective Date.

Acknowledged and agreed by:

Assignor

TWITTER, INC.

By: Anthony J. Noto
Name: Anthony Noto
Title: Chief Operating Officer and
Chief Financial Officer

CRASHLYTICS, INC.

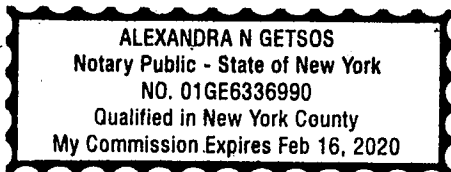
By: Sean Edgett
Name: Sean Edgett
Title: Vice President

STATE OF New York)
COUNTY OF New York) ss.

On this 25 January, 2017, before me, Alexandra Getsos
Date Month Name and Title of the Notary
personally appeared Anthony Noto and Sean Edgett
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Alexandra N. Getsos

Signature of Notary Public

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the date below and this Assignment shall be effective as of the Effective Date.

Acknowledged and agreed by:

Assignee

GOOGLE INC.

By: _____

Name: Kenneth Yi

Title: Assistant Secretary

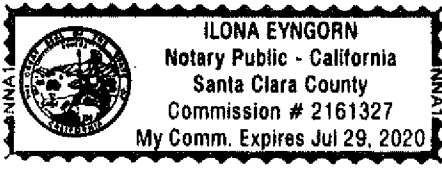
STATE/PROVINCE OF CALIFORNIA)
COUNTY OF SANTA CLARA ss.

On this JANUARY 24, 2017, before me, ILONA EYNGORN
Date Month Name and Title of the Notary
personally appeared KENNETH HOKEE YI
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Ilona Eyngorn
Signature of Notary Public



[Signature Page to Trademark Assignment]

Schedule 1 to Trademark Assignment

Assigned Trademarks

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Brazil	FABRIC Logo	909148899	23-Mar-15		
Brazil	FABRIC Logo	909148929	23-Mar-15		
Brazil	FABRIC Logo	909148937	23-Mar-15		
Brazil	FABRIC Logo	909149020	23-Mar-15		
China	FABRIC Logo	16603046	31-Mar-15	16603046	21-May-16
Hong Kong	FABRIC Logo	303337795	19-Mar-15	303337795	19-Mar-15
India	FABRIC Logo	2925787	19-Mar-15		
Japan	FABRIC Logo	2015029165	31-Mar-15	5817938	8-Jan-16
Russian Federation	FABRIC Logo	2015707541	19-Mar-15	582864	3-Aug-16
Republic of Korea (South)	FABRIC Logo	4520150002783	27-Mar-15	450063223	3-Mar-16
Turkey	FABRIC Logo	2015/24238	20-Mar-15	2015 24238	22-Jun-16
United States of America	FABRIC Logo	86571446	20-Mar-15		
China	FABRIC Logo	16603048	31-Mar-15	16603048	7-Jul-16
China	FABRIC Logo	16603050	31-Mar-15		
China	FABRIC Logo	16603053	31-Mar-15		
Canada	FABRIC Logo	1767886	15-Feb-16		
Ukraine	FABRIC Logo	m201602119	8-Feb-16		
Australia	FABRIC Logo	1750663	6-Feb-16	1750663	7-Sep-16
Kenya	FABRIC Logo	91360	9-Mar-16		

EUTM	FABRIC Logo	13390703	22-Oct-14	13390703	7-May-15
EUTM	FABRIC Logo (in color)	13390661	22-Oct-14	13390661	14-May-15
China	FABRIC Logo (in color)	16603049	31-Mar-15	16603049	21-May-16
China	FABRIC Logo (in color)	16603055	31-Mar-15		
China	FABRIC Logo (in color)	16603056	31-Mar-15		
India	FABRIC Logo (in color)	2925786	19-Mar-15		
Japan	FABRIC Logo (in color)	2015029166	31-Mar-15	5817939	8-Jan-16
Russian Federation	FABRIC Logo (in color)	2015707736	20-Mar-15	587176	15-Sep-16
Republic of Korea (South)	FABRIC Logo (in color)	4520150002784	27-Mar-15	450063224	3-Mar-16
Turkey	FABRIC Logo (in color)	2015/24248	20-Mar-15	2015 24248	24-Jun-16
United States of America	FABRIC Logo (in color)	86571451	20-Mar-15		
Brazil	FABRIC Logo (in color)	909143056	20-Mar-15		
Brazil	FABRIC Logo (in color)	909143102	20-Mar-15		
Brazil	FABRIC Logo (in color)	909143170	20-Mar-15		
Brazil	FABRIC Logo (in color)	909143250	20-Mar-15		
China	FABRIC Logo (in color)	16603045	31-Mar-15	16603045	21-May-16
Hong Kong	FABRIC Logo (series)	303337803	19-Mar-15	303337803	19-Mar-15
Iceland	DIGITS	24042014	12-Sep-14	V0094057	31-Dec-15
Iceland	DIGITS Logo	28842014	22-Oct-14	V0094529	30-Nov-15
Brazil	DIGITS Logo	909196664	1-Apr-15		
Brazil	DIGITS Logo	909196710	1-Apr-15		
Brazil	DIGITS Logo	909196818	1-Apr-15		

Brazil	DIGITS Logo	909196877	1-Apr-15		
Brazil	DIGITS Logo	909196990	1-Apr-15		
China	DIGITS Logo	16603047	31-Mar-15		
EUTM	DIGITS Logo	13848651	18-Mar-15	13848651	8-Sep-15
Hong Kong	DIGITS Logo	303337786	19-Mar-15	303337786	19-Mar-15
India	DIGITS Logo	2926907	20-Mar-15		
Japan	DIGITS Logo	2015029167	31-Mar-15	5817940	8-Jan-16
Russian Federation	DIGITS Logo	2015709011	31-Mar-15	584813	23-Aug-16
Republic of Korea (South)	DIGITS Logo	4520150002785	27-Mar-15	450063225	3-Mar-16
Turkey	DIGITS Logo	201524258	20-Mar-15	2015 24258	22-Apr-16
United States of America	DIGITS Logo	86571458	20-Mar-15		
China	DIGITS Logo	16603044	31-Mar-15		
China	DIGITS Logo	16603051	31-Mar-15		
China	DIGITS Logo	16603052	31-Mar-15		
China	DIGITS Logo	16603054	31-Mar-15	16603054	14-Jul-16
Australia	CRASHLYTICS	A0046947	10-Dec-14	1744010 / IR 1281025	10-Dec-14
China	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	
Israel	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	
India	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	
Japan	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	20-Dec-14
Republic of Korea (South)	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	
Mexico	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	

New Zealand	CRASHLYTICS	1034884 / A0046947	10-Dec-14	IR 1281025	10-Dec-14
Russian Federation	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	10-Dec-14
Singapore	CRASHLYTICS	40201600180P	10-Dec-14	40201600180P	10-Dec-14
Turkey	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	10-Dec-14
Brazil	CRASHLYTICS	908750145	12-Dec-14		
South Africa	CRASHLYTICS	201434104	12-Dec-14		
Panama	CRASHLYTICS	23713201	12-Dec-14	237132	12-Dec-14
EUTM	CRASHLYTICS	12994117	13-Jun-14	12994117	10-Feb-15
WIPO	CRASHLYTICS	A0046947	10-Dec-14	IR 1281025	10-Dec-14
United States of America	CRASHLYTICS	86473126	5-Dec-14	4944010	26-Apr-16
Canada	CRASHLYTICS	1707299	15-Dec-14		
Brazil	CRASHLYTICS	908750021	12-Dec-14		
South Africa	CRASHLYTICS	201434103	12-Dec-14		
United States of America	CRASHLYTICS	85586631	2-Apr-12	4543971	3-Jun-14
Kenya	CRASHLYTICS	91363	9-Mar-16		
EUTM	CRASHLYTICS Logo	12994281	13-Jun-14	12994281	11-Feb-15
Australia	CRASHLYTICS Logo	1756986	7-Mar-16	1756986	10-Jun-16
India	CRASHLYTICS Logo	3207279	10-Mar-16		
Japan	CRASHLYTICS Logo	2016-025399	8-Mar-16		
Brazil	CRASHLYTICS Logo	910721939	7-Mar-16		
Brazil	CRASHLYTICS Logo	910721963	7-Mar-16		
Kenya	CRASHLYTICS Logo	91362	9-Mar-16		

United States of America	CRASHLYTICS Logo	86476999	10-Dec-14	4944017	26-Apr-16
China	CRASHLYTICS Logo	16703843	14-Apr-15		
China	CRASHLYTICS Logo	16703844	14-Apr-15	16703844	28-Aug-16