

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426131

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.		04/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Planet Labs TB, Inc.		
Street Address:	346 9th Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87016243	TERRA BELLA	
Serial Number:	87016250		
Serial Number:	87016257		
CORRESPONDENCE DATA			
Fax Number:	4159831200		
<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:	4159831274		
Email:	rburlingame@pillsburylaw.com		
Correspondent Name:	Robert B. Burlingame		
Address Line 1:	P.O. Box 2824		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94126-2824		
ATTORNEY DOCKET NUMBER:	034972		
NAME OF SUBMITTER:	Robert B. Burlingame		
SIGNATURE:	/Robert B. Burlingame/		
DATE SIGNED:	05/03/2017		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is effective as of April 14, 2017 (the “Effective Date”) by and between Google Inc., a Delaware corporation, having its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California 94043 USA (“Assignor”) and Planet Labs TB, Inc., a Delaware corporation, having its principal place of business at 346 9th Street, San Francisco, California 94103 USA (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated February 2, 2017 (the “Purchase Agreement”) and this Assignment is being entered into pursuant to the terms thereof;

WHEREAS, pursuant to the Purchase Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor’s right, title and interest in and to the trademark registrations and trademark applications (including the “intent-to-use” trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051) set forth in Schedule A attached hereto and incorporated herewith (collectively referred to as the “Trademarks”) and the goodwill of the business associated with or symbolized by the Trademarks; and

WHEREAS, Assignee will be, as of the Effective Date (including as a result of the assignment herein), the successor in interest to the portion of the business of Assignor to which the Trademarks pertain.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, together with (i) the goodwill of the business associated with or symbolized by the Trademarks, (ii) all causes of action (either in law or in equity) with respect to the Trademarks and (iii) the right to sue, counterclaim and recover for infringement of the Trademarks. Assignor further consents to recordation of this Assignment by Assignee, including with the United States Patent and Trademark Office or any relevant trademark office anywhere in the world.

This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee’s sole cost and expense, Assignor shall execute and deliver such other documents which Assignee may reasonably request to effect the terms of this Assignment and its recordation in relevant trademark offices anywhere in the world.

EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT, THE TRADEMARKS OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT, THE TRADEMARKS OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

This Assignment and the Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

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Executed as of the date first set forth above.

Google Inc.

By: Monique Liburd

Monique E. Liburd
Printed Name

Trademark Counsel
Title

Planet Labs TB, Inc.

By: _____

Printed Name

Title

[Signature Page to Trademark Assignment]

Executed as of the date first set forth above.

Google Inc.

By: _____

Monique E. Liburd
Printed Name

Trademark Counsel
Title

Planet Labs TB, Inc.

By: _____
William Marziani

William Marziani
Printed Name

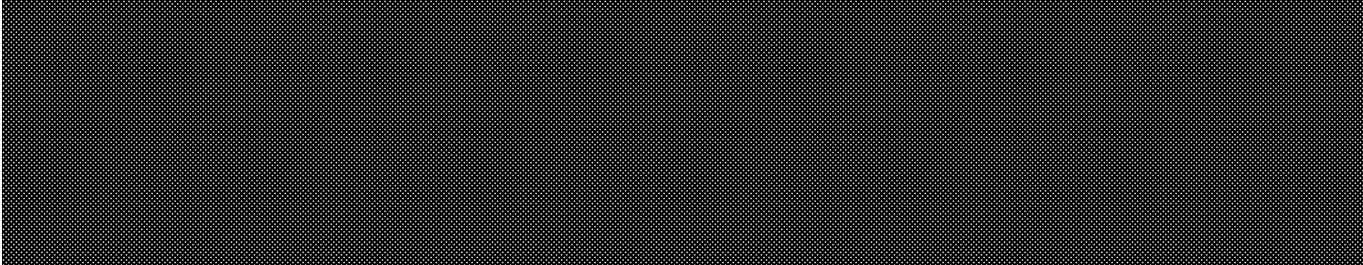
CEO
Title


[Signature Page to Trademark Assignment]

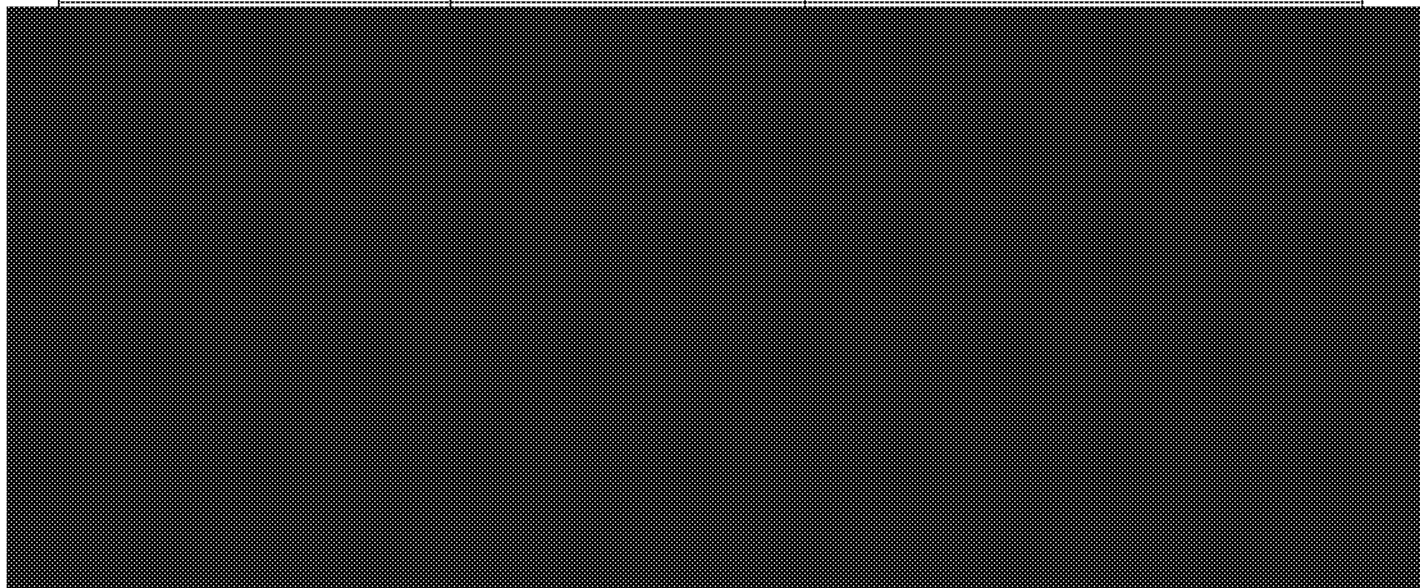
SCHEDULE A


<u>Trademark</u>	<u>Country</u>	<u>Application/Registration No.</u>
[REDACTED]		

TERRA BELLA	United States of America	87016243
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TERRA BELLA Logo (B&W) 	United States of America	87016250
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TERRA BELLA Logo (color) 	United States of America	87016257
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