

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431347

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.		06/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nest Labs, Inc.		
Street Address:	3400 Hillview Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86083048	WEAVE	
Serial Number:	86819856	WEAVE	
Serial Number:	86083055	WEAVE	
CORRESPONDENCE DATA			
Fax Number:	2023599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Fabricio Vayra of Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Lindsay B. Allen		
SIGNATURE:	/Lindsay B. Allen/		
DATE SIGNED:	06/15/2017		
Total Attachments: 4			
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source=WEAVE Mark Assignment - Fully Executed - Effective 2017-04-19#page2.tif			
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OP \$90.00 86083048

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 19th day of April, 2017, by and between Google Inc., a Delaware corporation, having a place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA (hereinafter "Assignor"), and Nest Labs, Inc., a Delaware corporation, having a place of business at 3400 Hillview Ave., Palo Alto, CA 94304 USA (hereinafter "Assignee").

WHEREAS, Assignor is the owner of record 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, throughout the world, in and to said trademarks (hereinafter collectively referred to as the "Trademarks") and any and all applications and registrations for the Trademarks, also set forth in Schedule A (hereinafter collectively referred to as the "Applications/Registrations");

WHEREAS, Assignor wishes to assign, grant and deliver exclusively unto Assignee all of its rights, title and interest of every kind and nature whatsoever in and to the Trademarks and Applications/Registrations, together with the goodwill relating thereto, and all rights of action and claims for past infringement thereof; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to the Trademarks and Applications/Registrations;

WHEREAS, to the extent that any of the Trademarks are currently the subject of pending applications based on Assignor's bona fide intent to use the Trademarks in commerce, it is Assignor's intention herein that Assignee is and/or will become the successor to that portion of the Assignor's ongoing and existing business to which such pending applications pertain;

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 and Applications/Registrations, together with (i) the goodwill symbolized by said Trademarks and Applications/Registrations, (ii) all income, royalties, damages and payments in respect of the Trademarks and Applications/Registrations, and (iii) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks and Applications/Registrations.

Assignor agrees to provide reasonable assistance to Assignee, at Assignee's sole cost and expense, solely to the extent reasonably necessary to effect the recordation of assignment of the Trademarks and Applications/Registrations referenced herein, which rights Assignor has assigned to Assignee without any representations or warranties, express or implied, with the trademark offices or other appropriate governmental entities of the respective jurisdictions in which such Applications/Registrations are active; however, nothing herein shall require that Assignor assign to Assignee or any other party any rights not assigned herein.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

GOOGLE INC.

By: Emily Burns
Name: Emily Burns
Title: Senior Trademark Counsel
Date: 13 June 2017
Executed at: Sunnyvale, CA, USA

NEST LABS, INC.

By: Richard Lutton
Name: Richard Lutton
Title: General Counsel
Date: 14 June 2017
Executed at: Palo Alto, CA, USA

SCHEDULE A

TRADEMARK	COUNTRY	APP. NO.	REG. NO.	REG. DATE	CLASSES
WEAVE	Australia	1822119			9, 42
WEAVE	Australia	1734861	1734861	05/11/2017	38
WEAVE	Brazil	910324697			9
WEAVE	Brazil	910324719			38
WEAVE	Brazil	910324727			42
WEAVE	Canada	1755350			9, 38, 42
WEAVE	China	18374644			9
WEAVE	China	18374643			38
WEAVE	China	18374642			42
WEAVE	European Union	014807036	014807036	02/24/2017	9, 38, 42
WEAVE	India	3100273			9, 38, 42
WEAVE	Jamaica	62311	62311	12/19/2013	9, 42
WEAVE	Japan	2015-112682	5871437	08/05/2016	38
WEAVE	New Zealand	1031808			9
WEAVE	New Zealand	1060936	1060936	05/28/2015	38
WEAVE	New Zealand	1039793	1039793	07/01/2016	42
WEAVE	Norway	201514704	286063	02/29/2016	9, 38, 42
WEAVE	Republic of Korea	45-2015-10574	45-69982	12/06/2016	9, 38
WEAVE	Russian Federation	2015737787	595642	11/22/2016	9, 38, 42
WEAVE	Trinidad & Tobago	49808			9, 38, 42

WEAVE (Stylized)	Trinidad & Tobago	49824			9, 38, 42
WEAVE	United States of America	86083048			9
WEAVE	United States of America	86819856			9, 38, 42
WEAVE	United States of America	86083055			42