

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talko Inc.		12/18/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Microsoft Corporation		
Street Address:	One Microsoft Way		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052-6399		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4645507	TALKO	
Registration Number:	4692817		
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	Grace Han Stanton, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	41827-4960.US01		
NAME OF SUBMITTER:	John P. Halski		
SIGNATURE:	/John P. Halski/		
DATE SIGNED:	01/04/2018		
Total Attachments: 4			
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OP \$65.00 4645507

ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks (this "*Assignment*"), dated as of December 18, 2015, is made by Talko Inc., a Delaware corporation ("*Assignor*"), for the benefit of Microsoft Corporation, a Washington corporation ("*Assignee*").

A. Pursuant to that certain Asset Purchase Agreement, dated as of December 18, 2015, by and among Assignor, Assignee and Raymond E. Ozzie (the "*Asset Purchase Agreement*"), Assignee is acquiring certain intellectual property assets of Assignor;

B. Assignor is the owner of: (i) the patents and patent applications set forth on Schedule A hereto (the "*Patents*"); and (ii) the trademarks registrations and trademark applications set forth Schedule B hereto (the "*Trademarks*"), each of which constitutes an item of Purchased IP, as such term is defined in the Asset Purchase Agreement; and

C. Pursuant to and in furtherance of the Asset Purchase Agreement, Assignor desires to assign, and Assignee desires to acquire, all Assignor's right, title, and interest in and to the Patents and the Trademarks.

In consideration of the premises and covenants set forth in this Assignment, and for a portion of the consideration to be received by Assignor in connection with the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all Assignor's right, title, and interest in and to: (a) the Patents; and (b) the Trademarks (together with the goodwill associated with the Trademarks), in each case free and clear of all Encumbrances (as defined in the Asset Purchase Agreement).

2. **Further Assurances.** Assignor agrees that no rights in the Patents or the Trademarks are retained by Assignor. Assignor covenants and agrees that it will execute such other and further assignments and documents as the Assignee may reasonably request to carry out, give effect to or to evidence this Assignment.

3. **Successors and Assigns.** This Assignment and all of its terms will inure to the benefit of Assignee, and its successors and assigns, and will bind Assignor, and its successors and assigns.

4. **Governing Law.** This Assignment will be construed in accordance with, and governed in all respects by, the internal laws of the State of Washington (without giving effect to conflicts of laws principles).

5. **Conflicts.** This Assignment is entered into in connection with and pursuant to the Asset Purchase Agreement and will, to the extent possible, be construed to be consistent herewith. In the event of any conflict between the terms hereof and of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will control.

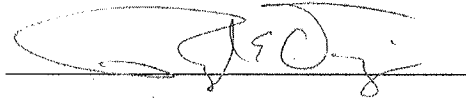
[Signature Page Follows]

SIGNATURE PAGE - ASSIGNMENT OF PATENTS AND TRADEMARKS

TALKO:

TALKO INC.

By:

A handwritten signature in black ink, appearing to read 'R. E. Ozzie', is written over a horizontal line.

Name: Raymond E. Ozzie

Title: Chief Executive Officer

SCHEDULE B

Trademark Registrations and Applications

TRADEMARKS	Application/Registration Numbers	Filings
TALKO - Word Mark US (Standard Characters, mark)	US Trademark Application No. 85/567,106	3/1/12 Filing date
	US Registration No. 4,645,507	7/1/12 Notice of publication
		9/25/12 Notice of allowance
		11/25/14 Certificate of Registration Issued
TALKO - Word Mark Australian (Class 42)	Australian Trademark Application No.: 1513576	9/11/12 Filing date
	Australian Reg. No. 1513576	1/21/2013 Certification of Registration Issued
TALKO - Word Mark Brazil (Class 42)	Brazil (Community) Trademark Application No.: 840263120	9/11/12 Filing date
		4/30/12 Notice of publication
		4/30/13 Mark Published for Opposition
		6/23/15 Allowed by decision published in the Official Bulletin
		8/11/15 Certificate of Registration Issued
TALKO - Word Mark Chinese (Class 42)	Chinese Trademark Application No. 11476761	9/11/12 Filing date
		10/30/12 Chinese translation filed
		7/25/2013 Office action for translation
		8/14 Settlement re TALKOO mark - application still pending
		2/2015 TRAB Preliminary Approval of Application - still pending
		5/27/15 Mark Published for Opposition
TALKO - Word Mark (European Community)	European Community Trademark Application No. 011179157	9/11/2012 Filing Date
	European Reg. No. 011179157	3/11/2013 Certificate of Registration Issued
TALKO - Word Mark Hong Kong (Class 42)	Hong Kong Trademark Application No.: 302374290	9/11/12 Filing date
	Hong Kong Reg. No. 302374290	8/23/13 Certificate of registration reported
TALKO - Word Mark Indonesian (Class 42)	Indonesian Trademark Application No.: J00.2012.043745	9/11/12 Filing date
		10/4/12 Filing receipt
		12/5/2012 Certificate of priority document filed
		1/28/15 Application published for opposition
TALKO - Word Mark Indian (Class 42)	Indian Trademark Application No.: 2394533	9/11/12 Filing date
		9/25/12 Power of attorney submitted
		9/25/13 Reply to Examination Report filed
TALKO - Word Mark Israeli (Class 42)	Israeli Trademark Application No.: 249 301	9/11/12 Filing date
	Israeli Reg. No. 249301	4/2/14 Certificate of Registration
TALKO - Word Mark Japanese (Class 42)	Japanese Trademark Application No.: 2012-073365	9/11/12 Filing date
	Japan Reg. No. 5575641	4/19/13 Certificate of Registration Issued
TALKO - Word Mark Korean	Korean Trademark Application No.: 41-2012-0030765	9/11/12 Filing date
	Korean Reg. No. 41-0272263	11/1/13 Certificate of registration
TALKO - Word Mark Norwegian	Norwegian Trademark Application No.: 201209243	9/11/12 Filing date
	Norwegian Reg. No. 269275	11/14/12 Certificate of Registration Issued
TALKO - Word Mark Russian	Russian Trademark Application No.: 2012731926	9/11/12 Filing date
	ABANDONED	10/12/12 Filing receipt
		12/26/12 Acceptance by examiner
		1/13/15 Request for withdrawal filed
TALKO - Word Mark Singapore	Singapore Trademark Application No.: T1213401Z	9/11/12 Filing date
	Singapore Reg. No. T1213401Z	8/7/14 Certificate of registration
TALKO - Word Mark Taiwan	Taiwan Trademark Application No.: 101051683	9/11/12 Filing date
	Registration No. 01600302	9/16/13 Certificate of registration
TALKO - Logo Mark	Trademark Application No. 85/738,837	9/25/12 Filing date
	US Registration No. 4,692,817	9/26/12 Filing receipt
		2/20/13 Notice of publication
		10/22/14 Statement of Use filed