

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LogMeIn, Inc.		03/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Google LLC		
Street Address:	1600 Amphitheatre Parkway		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4577025	XIVELY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tmdocketing@google.com		
Correspondent Name:	Andrew Abrams		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
ATTORNEY DOCKET NUMBER:	GT-1273-US-1		
NAME OF SUBMITTER:	Ritasha Singh		
SIGNATURE:	/Ritasha Singh/		
DATE SIGNED:	03/22/2018		
Total Attachments: 5			
source=LogMeIn to Google LLC - Trademark Assignment - March 20, 2018 #page1.tif			
source=LogMeIn to Google LLC - Trademark Assignment - March 20, 2018 #page2.tif			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into as of March 20, 2018 (the “Effective Date”), by and among LogMeIn, Inc., on the one hand (“Assignor”) and Google LLC, on the other hand (“Assignee”). Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed thereto in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 9, 2018 (the “Asset Purchase Agreement”), and that certain Intellectual Property Assignment Agreement, dated as of March 20, 2018, pursuant to which the parties have agreed that all Assigned Trademarks (as defined below) 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.

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 Asset Purchase Agreement, effective as of the Closing, Assignor hereby irrevocably and perpetually transfers, assigns, conveys, and sells to Assignee, free and clear of all Liens, all of Assignor’s 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 Trademark”):

(a) all rights in, arising out of, or associated with the trademarks, trade names, logos, service marks, designs, emblems, signs, insignia, slogans, other similar designations of source or origin set forth on Schedule 1 hereto;

(b) all registrations and applications for registration of the foregoing;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law 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, causes of action and rights of enforcement or recovery 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 (xi) 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 Asset Purchase Agreement or constitute a waiver or release of any of the terms of the Asset Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities set forth in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with 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

LOGMEIN, INC.

By [Signature]
Name: Edward K. Herdech
Title: CEO

STATE/PROVINCE OF _____)
COUNTY OF _____) ss.

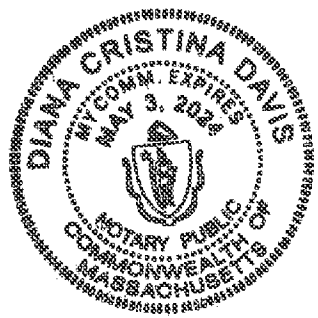
On this 20th March, 2018, before me, Diana Cristina Davis, Senior Associate Counsel
Date Month Name and Title of the Notary
personally appeared Edward K. Herdech of LogMeIn, Inc.
Name(s) of Signer(s)

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 Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



[Signature Page to Trademark Assignment]

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 LLC

By: *Kenneth Yi*

Name: Kenneth Yi

Title: Assistant Secretary

~~STATE/PROVINCE OF CALIFORNIA~~)

~~COUNTY OF SANTA CLARA~~ ss.

On this MARCH 16TH, 2018, before me, ILONA VERSHININA

Date Month

Name and Title of the Notary

personally appeared KENNETH H. Yi

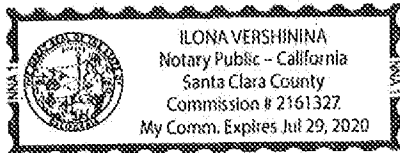
Name(s)

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 Vershinina
Signature of Notary Public

[Signature Page to Trademark Assignment]

Schedule 1 to Trademark Assignment

<u>Mark</u>	<u>Applicant & Owner</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Filing Date</u>	<u>Regis. Date</u>	<u>Regis. Status</u>
XIVELY	LogMeIn, Inc.	United States	4577025	01-May-2013	29-Jul-2014	Live