

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495135

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Google LLC		10/23/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	X Development LLC		
<b>Street Address:</b>	1600 Amphitheatre Parkway		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86254728	MAKANI	
<b>Serial Number:</b>	86260516	MAKANI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Lindsay Allen of Perkins Coie LLP		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>NAME OF SUBMITTER:</b>	Lindsay B. Allen		
<b>SIGNATURE:</b>	/Lindsay B. Allen/		
<b>DATE SIGNED:</b>	10/23/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 23 of October, 2018 by and between Google LLC, a Delaware limited liability company (hereinafter "Assignor"), and X Development LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner 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, in the United States of America and all other countries and jurisdictions of 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 "Trademarks");

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;

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

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks and Applications/Registrations;

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 (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 will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred.

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 LLC

By: 

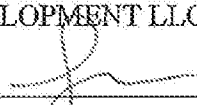
Name: Christine Hsieh

Title: Jr. Trademark Counsel

Date: 10/23/18

Executed at: San Francisco, CA

X DEVELOPMENT LLC

By: 


Name: Jeffrey Scott Heilesen

Title: Senior Patent Counsel

Date: 10/23/2018

Executed at: Mountain View, California

**SCHEDULE A**

<b>Mark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Classes</b>
MAKANI	86254728 April 17, 2014	5551026 August 28, 2018	7, 11, 37, 40
 <b>MAKANI</b>	86260516 April 23, 2014	5561290 September 11, 2018	7, 11, 37, 40

