

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EQUALUM LTD.		07/05/2023	Private Company: ISRAEL
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	
Serial Number:	87518610	EQUALUM	
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:	James R. Davis, II		
Address Line 1:	P.O. Box 2608		
Address Line 2:	Perkins Coie LLP		
Address Line 4:	Seattle, WASHINGTON 98111		
ATTORNEY DOCKET NUMBER:	150958-4135.US01		
NAME OF SUBMITTER:	James R. Davis, II		
SIGNATURE:	/Jim Davis/		
DATE SIGNED:	11/16/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Assignment**”) is effective as of July 5, 2023, (the “**Effective Date**”) by and between EQUALUM LTD., an Israeli private company (hereinafter “**Assignor**”), having its place of business at 13 Yehuda and Noah Moses St., Tel Aviv Israel 6744252 and GOOGLE LLC, a Delaware limited liability company (“**Assignee**”), having its place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, pursuant to that certain Asset Purchase Agreement, dated May 16, 2023 (“**Asset Purchase Agreement**”), by and among the Assignor, the Assignee and Mr. Dror Ginzberg as Shareholder Representative; all capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of the trademarks service marks, trade names, slogans, logos and trade dress, set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, rights, title and interest, intellectual property rights, trade name rights and the right to recover for past infringement, in the United States of America and all other applicable countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including any intent-to-use applications (hereinafter collectively referred to as the “**Trademarks**”);

WHEREAS, for the Trademarks in use, Assignor has adopted, used, is using and has acquired goodwill associated with and symbolized by said Trademarks with the registration thereof and has not abandoned the same;

WHEREAS, for the Trademarks not in use, Assignor has intent to use the Trademarks in connection with Assignor’s existing and ongoing business, or portion thereof to which the Trademarks pertain, and has not abandoned the same;

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

WHEREAS, it is desired that the assignment of the Trademarks and registration thereof, be made of record in the United States Patent and Trademark Office;

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

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged and intended to be legally bound hereby, Assignor hereby unconditionally, irrevocably, assigns, sells transfers and deliver to Assignee,, all rights, title and interest including intellectual property rights in and to the Trademarks worldwide, together with all rights and privileges granted and secured by the Trademarks, free and clear of all liens, claims and encumbrances, together with (i) the goodwill symbolized by and associated with said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iv) the right to receive

all income, royalties, profits, damages and payments due or payable to the Assignor in respect of the Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present or future infringement or dilution of the Trademarks or the accompanying goodwill (collectively, "**Assigned Rights**"). Assignor hereby irrevocably, unconditionally waives any and all rights, demands and/or claims, whether past, present or future, in connection with the Assigned Rights including, without limitation, any moral rights and/or rights to receive royalties or any additional other compensation.

Assignor will assist Assignee and execute all reasonably necessary documents, papers, forms and authorizations and take all other reasonably actions that may be necessary to secure, complete, vest, perfect, maintain or evidence the rights hereby transferred. Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact to take all actions required, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in each case solely in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto; all on behalf of Assignor and its employees .

This Assignment is an instrument of transfer and assumption contemplated by, and is executed and delivered pursuant and subject to, the Asset Purchase Agreement entered into by the parties. Nothing herein contained shall be construed as derogating from Assignor's representations, warranties and obligations set forth in the Asset Purchase Agreement.

This Assignment and the obligations of the parties hereunder will be governed by, and construed in accordance with, the laws of the State of California, without reference to its choice of law principles to the contrary. The parties hereto irrevocably consent to the exclusive jurisdiction and venue of the courts in the County of Santa Clara, State of California, in connection with any matter based upon or arising out of this agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of California for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related hereto except in such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment at
_____ this 5 day of July, 2023.

ASSIGNOR

ASSIGNEE

EQUALUM LTD.

GOOGLE LLC

By: _____
Name: Guy Eilon
Title: CEO
Date: _____

DocuSigned by:
Guy Eilon
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By: _____
Name: Kenneth H. Yi
Title: Assistant Secretary, Google LLC
Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment at _____ this 5 day of July, 2023.

ASSIGNOR

ASSIGNEE

EQUALUM LTD.

GOOGLE LLC

By: _____
Name: _____
Title: _____
Date: _____

By: KH Yi
Name: Kenneth H. Yi
Title: Assistant Secretary, Google LLC
Date: _____

SCHEDULE A

Trademark No.	Application No.	Country	Title
EQUL T0952	87518610	USA	Equalum
EQUL T1217	88903254	USA	Data Beaming