

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370182

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tokka LLC		12/17/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Google Inc.		
<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>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86469508	BEBOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>Email:</b>	tmdocketing@google.com		
<b>Correspondent Name:</b>	Google Inc.		
<b>Address Line 1:</b>	1600 Amphitheatre Parkway		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94043		
<b>ATTORNEY DOCKET NUMBER:</b>	GT-0921-US-1		
<b>NAME OF SUBMITTER:</b>	Gavin Charlston		
<b>SIGNATURE:</b>	/GLC/		
<b>DATE SIGNED:</b>	01/22/2016		
<b>Total Attachments: 3</b>			
source=Google & Tokka LLC trademark assignment - INT - BEBOP (Dec 2015)#page1.tif			
source=Google & Tokka LLC trademark assignment - INT - BEBOP (Dec 2015)#page2.tif			
source=Google & Tokka LLC trademark assignment - INT - BEBOP (Dec 2015)#page3.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is effective as of the 17th day of December, 2015 by and between Tokka LLC, a limited liability company organized under the laws of Delaware (hereinafter “Assignor”), and Google Inc., a Delaware corporation (“Assignee”), having its place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA.

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 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 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, 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, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by 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) all income, royalties, damages and payments 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 infringement of the Trademarks.

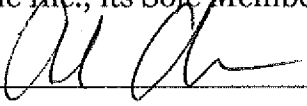
Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignor hereby appoints Assignee’s in-house trademark counsel as Assignor’s attorney-in-fact to execute all documents on behalf of Assignor and its employees for this limited purpose.

Executed at Mountain View, California, USA this 15<sup>TH</sup> day of January, 2016.

[ASSIGNOR]

Tokka LLC

By: Google Inc., its Sole Member

By: 

Name: Andrew Abrams

Title: Senior Trademark Counsel

[ASSIGNEE]

By: 

Name: Andrew Abrams

Title: Senior Trademark Counsel

## SCHEDULE A

### Trademark Registration(s):

<b>Trademark</b>	<b>Country</b>	<b>Number</b>
BEBOP	European Union	014095673
BEBOP	International Registration (WIPO) - extended to Australia	1714031 / IR 1260602
BEBOP	International Registration (WIPO) - extended to New Zealand	1025622 / IR 1260602

### Trademark Application(s):

<b>Trademark</b>	<b>Country</b>	<b>Number</b>
BEBOP	United States	86469508
BEBOP	Canada	1730612
BEBOP	China	17048221
BEBOP	China	17048222
BEBOP	International Registration (WIPO) - extended to Colombia, India, Israel, Japan, Mexico, Norway, Singapore, South Korea, Switzerland, Turkey	IR 1260602

### Common Law:

bebop