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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark Office

To the Honorable Commissioner For

103144962

Documents or copy thereof:

1. Name of conveying parties:

Bret Taylor, Luc Vincent

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party:

Name: Google, Inc.

Internal Address:

Street Address: Building 41
1600 Amphitheatre Parkway

City: Mountain View

State: CA Zip: 94043

Additional name(s) & address(es) attached?

Yes No

113219 U.S.P.T.O
11/305694
121605

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: December 14, 2005; November 23, 2005

12-16-05

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: December 14, 2005

A. Patent Application No.:

B. Patent No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Neil F. Maloney
Internal Address: Fenwick & West LLP
Street Address: Silicon Valley Center
801 California Street
City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Check Enclosed
 Fee Transmittal Enclosed
 Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.:

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Neil F. Maloney, Reg. No. 42,833
Name of Person Signing

Signature

Dec. 16, 2005
Date

Total number of pages including cover sheet, attachments, documents: 3

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Case Docket No.: 24207-10388
24207/10388/DOCS/1583189.1

12/21/2005 HLE333 00000096 11305694
05 FC:8021 40.00 DP

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to **Google, Inc.**, a Delaware corporation, having a place of business at 1600 Amphitheatre Parkway, Building 41, Mountain View, California 94043, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled **DATABASE ASSISTED OCR FOR STREET SCENES AND OTHER IMAGES** ("APPLICATION"), which:

- is to be filed herewith.
- was filed on _____, and now bears U.S. application serial number _____.
- The APPLICATION claims priority from [a provisional/foreign application], filed on _____, now bearing [Country] application serial number _____.

2. The entire worldwide right, title, and interest in and to:
 (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION;
 (c) all provisional, utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION and in any underlying provisional or foreign application, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

Title: DATABASE ASSISTED OCR FOR STREET SCENES AND OTHER IMAGES
Filed: even date herewith
Application No.: not yet known

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature




Bret Taylor

Date of Signature

DEC 14, 2005

Name and Signature



Luc Vincent

Date of Signature

Nov 23, 2005

24207/10388/DOCS/1576029.1