

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Simon Tong</td> <td>07/02/2007</td> </tr> <tr> <td>Noam Shazeer</td> <td>07/02/2007</td> </tr> </tbody> </table>		Name	Execution Date	Simon Tong	07/02/2007	Noam Shazeer	07/02/2007
Name	Execution Date						
Simon Tong	07/02/2007						
Noam Shazeer	07/02/2007						
RECEIVING PARTY DATA							
Name:	Google Inc.						
Street Address:	1600 Amphitheatre Parkway						
Internal Address:	Building 41						
City:	Mountain View						
State/Country:	CALIFORNIA						
Postal Code:	94043						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11749588</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11749588		
Property Type	Number						
Application Number:	11749588						
CORRESPONDENCE DATA							
Fax Number:	(571)432-0808						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	571-432-0800						
Email:	jcummings@harritysnyder.com						
Correspondent Name:	Harrity Snyder, LLP						
Address Line 1:	11350 Random Hills Road						
Address Line 2:	Suite 600						
Address Line 4:	Fairfax, VIRGINIA 22030						
ATTORNEY DOCKET NUMBER:	0026-0243						
NAME OF SUBMITTER:	Paul A. Harrity						

Total Attachments: 2
 source=0026-0243_Assignment#page1.tif

500321659

PATENT
REEL: 019610 FRAME: 0041

OP \$40.00 11749588

**ASSIGNMENT
(Joint)
Worldwide Rights**

THIS ASSIGNMENT, by Simon Tong and Noam Shazeer residing at 2400 West El Camino Real, #709, Mountain View, California 94040 and ~~796 Escondido Road, Apt. 8A, Stanford, California 94305~~ (hereinafter referred to as "the Assignors"), respectively, witnesseth: 350 Hawthorne Ave. Palo Alto CA 94301

WHEREAS, the Assignors have invented certain new and useful improvements in SCALING MACHINE LEARNING USING APPROXIMATE COUNTING set forth in an application for Letters Patent of the United States,

- (1) which is a provisional application
- (a) filed herewith; or
- (b) bearing Application No. _____, and filed on _____; or
- (2) which is a non-provisional application
- (a) having an oath or declaration executed on even date herewith prior to filing of application;
- (b) bearing Application No. 11/749,588, and filed on May 16, 2007; or
- (c) filed herewith; and

We hereby authorize Applicants' representative to fill in the preceding information relating to the filing date and/or serial number, as appropriate.

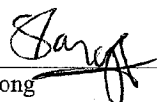
WHEREAS, Google Inc., a corporation of the state of Delaware, having its principal place of business at 1600 Amphitheatre Parkway, Building 41, Mountain View, California 94043 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, any previously or subsequently filed provisional applications, and in and to any and all applications claiming priority to said applications, including divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.



Simon Tong

Date: July 2, 2007

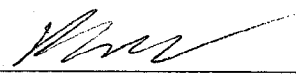


Noam Shazeer

Date: July 2 2007

PAUL HARRER

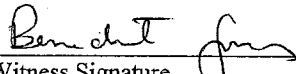
Witness Name



Witness Signature

Benedict Jones BENEDICT JONES

Witness Name



Witness Signature