

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Yaowu Xu</td> <td>11/09/2010</td> </tr> <tr> <td>Paul Wilkins</td> <td>11/15/2010</td> </tr> <tr> <td>James Bankoski</td> <td>11/11/2010</td> </tr> </tbody> </table>		Name	Execution Date	Yaowu Xu	11/09/2010	Paul Wilkins	11/15/2010	James Bankoski	11/11/2010
Name	Execution Date								
Yaowu Xu	11/09/2010								
Paul Wilkins	11/15/2010								
James Bankoski	11/11/2010								
RECEIVING PARTY DATA									
Name:	Google Inc.								
Street Address:	1600 Amphitheatre Parkway								
City:	Mountain View								
State/Country:	CALIFORNIA								
Postal Code:	94043								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12946578</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12946578				
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Application Number:	12946578								
CORRESPONDENCE DATA									
Fax Number:	(248)649-3338								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	248-649-3333								
Email:	nthurman@youngbasile.com								
Correspondent Name:	Young Basile Hanlon & MacFarlane, P.C.								
Address Line 1:	3001 West Big Beaver Road								
Address Line 2:	Suite 624								
Address Line 4:	Troy, MICHIGAN 48084								
ATTORNEY DOCKET NUMBER:	GOGL-128-A								
NAME OF SUBMITTER:	Nadine N. Mustafa								

CH \$40.00 12946578

Total Attachments: 6
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ASSIGNMENT AND AGREEMENT

WHEREAS, Yaowu Xu of San Diego, CA; Paul Wilkins of Cambridge, UK and James Bankoski of Wynantskill, NY; (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled **System and Method for Coding Using Improved Motion Estimation** as set forth in this United States Patent Application,

- executed concurrently herewith
- executed on _____
- Serial No. 12/946,578 Filed November 15, 2010

WHEREAS, Google Inc., a corporation organized under the laws of the state of Delaware, having a place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043, ("ASSIGNEE"), desires to acquire the entire right, title, and interest in and to said invention;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

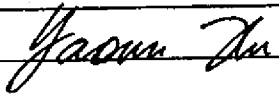
ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings,

whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Young Basile Hanlon & MacFarlane, P.C. the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

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NAMES AND SIGNATURE OF ASSIGNOR		
Name: Yaowu Xu	Signature: 	Date: 11/9/10
Name: Paul Wilkins	Signature:	Date:
Name: James Bankoski	Signature:	Date:
NAME AND SIGNATURE OF WITNESS		
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:

Note: *Prima facie* evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.

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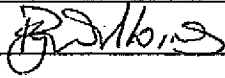
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<i>NAMES AND SIGNATURE OF ASSIGNOR</i>		
Name: Yaowu Xu	Signature:	Date:
Name: Paul Wilkins	Signature: 	Date: 15 NOV 2012
Name: James Bankoski	Signature:	Date:
<i>NAME AND SIGNATURE OF WITNESS</i>		
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:

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Name: Paul Wilkins	Signature:	Date:
Name: James Bankoski	Signature: <i>James Bankoski</i>	Date: 11/11/2000
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