501789082 01/18/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
John Gregg	01/05/2012
Jason Toff	01/13/2012
Josh Sassoon	01/13/2012
Thomas Benton Bridgwater	01/11/2012

RECEIVING PARTY DATA

Name:	Google Inc.
Street Address:	1600 Amphitheatre Parkway
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13351922

CORRESPONDENCE DATA

Fax Number: (248)649-3338 **Phone**: 2486493333

Email: mckechnie@youngbasile.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Young Basile Hanlon & MacFarlane, P.C. Address Line 1: 3001 West Big Beaver Road, Ste 624

Address Line 4: Troy, MICHIGAN 48084

ATTORNEY DOCKET NUMBER: GOGL-378-B

NAME OF SUBMITTER: Andrew R. Basile, Jr.

Total Attachments: 5

REEL: 027548 FRAME: 0373

PATENT

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> PATENT REEL: 027548 FRAME: 0374

ASSIGNMENT AND AGREEMENT

WHEREAS, WE, JOHN GREGG of Seattle, Washington; JASON TOFF of San Francisco, California; JOSH SASSOON of San Francisco, California; THOMAS BENTON BRIDGWATER of San Francisco, California (hereinafter referred to as "ASSIGNOR") has invented a certain invention entitled ONLINE VIDEO ENHANCEMENT as set forth in this United States Patent Application,

executed con	ncurrently herew	/ith			
executed on					
Serial No.	13/351,922	Filed	January	17,	2012

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 HERBBY 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.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Young Basile Hanlon & MacFarlane, P.C. do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAME(S) AND SIGNATURE OF ASSIGNOR		
Name: John Gregg	Signature: John A Grey	Date: 01
Name: Jason Toff	Signature:	Date: 012012
Name: Josh Sassoon	Signature:	Date: 012012
Name: Thomas Benton Bridgwater	Signature:	Date: 012012

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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