


Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): FACET TECHNOLOGY CORP. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Google Inc.</u> Internal Address: _____ Street Address: _____ 1600 Amphitheatre Parkway City: <u>Mountain View</u> State: <u>California</u> Country: <u>United States of America</u> Zip: <u>94043</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s): <u>June 21, 2011</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>13/366,870</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Andrew T. Zidel</u> <u>LERNER, DAVID, LITTENBERG,</u> <u>KRUMHOLZ & MENTLIK, LLP</u> Internal Address: <u>Atty. Dkt.: GOOGLE 3.0-424 CONCON2</u> Street Address: <u>600 South Avenue West</u> City: <u>Westfield</u> State: <u>NJ</u> Zip: <u>07090</u> Phone Number: <u>908-654-5000</u> Fax Number: <u>908-654-7866</u> Email Address: <u>ataylor@dlkm.com</u>	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
8. Payment Information Deposit Account Number <u>12-1095</u> Authorized User Name <u>Andrew T. Zidel</u>	
9. Signature: <div style="text-align: center; margin-top: 20px;">  _____ Signature </div> <div style="text-align: center; margin-top: 20px;"> <u>March 20, 2012</u> _____ Date </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;"> <u>Andrew T. Zidel - 45,256</u> Name of Person Signing </div> <div style="text-align: center;"> Total number of pages including cover sheet, attachments, and documents: 4 </div> </div>	

CH \$40.00 121095 13366870

EXHIBIT C**ASSIGNMENT OF PATENT RIGHTS**

THIS ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is executed, acknowledged and delivered by Facet Technology Corp., a Minnesota company, with its principal place of business at 6517 City West Parkway, Eden Prairie, MN 55344 ("Assignor"), in accordance with, and pursuant to the terms and conditions of the Patent Purchase Agreement having an Effective Date of June 21, 2011 (the "Agreement") between Assignor, as Seller and Google Inc., a Delaware corporation, with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Assignee"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"Listed Patents" means the provisional patent applications, patent applications, and patents listed on Exhibit A.

"Patents" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, and/or (iii) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; and (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

PPA v20110307

RAL

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this
21 day of June 2011.

ASSIGNOR:

Facet Technology Corp.

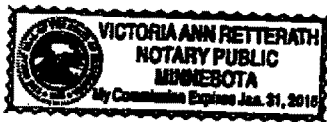
By: MAC 2

Name: Robert A. Lannegan

Title: Chief Technical Officer

NOTARIZATION MUST BE ON THIS PAGE

Subscribed and sworn to before me this 21st day of June, 2011.



(Notarial Seal)

Signature: Victoria Ann Retterath

Notary Public

RAL

EXHIBIT A
LISTED PATENTS

Patent No.	Application No.	Country	Title
6,266,442	09/177836	United States	Method and apparatus for identifying objects depicted in a videostream
6,363,161	09/883816	United States	System for automatically generating database of objects of interest by analysis of images recorded by moving vehicle
6,449,384	09/772191	United States	Method and apparatus for rapidly determining whether a digitized image frame contains an object of interest
6,453,056	09/812753	United States	Method and apparatus for generating a database of road sign images and positions
6,625,315	10/244318	United States	Method and apparatus for identifying objects depicted in a videostream
7,092,548	10/634630	United States	Method and apparatus for identifying objects depicted in a videostream
7,444,003	11/457255	United States	Method and apparatus for identifying objects depicted in a videostream
7,590,310	11/122969	United States	Methods and apparatus for automated true object-based image analysis and retrieval
	12/584894	United States	Methods and apparatus for automated true object-based image analysis and retrieval
	60/568412	United States	Methods and apparatus for automated true object-based image analysis and retrieval

PPA v20110307

RAL