

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Motion Research Technologies, Inc.	03/30/2012
RECEIVING PARTY DATA	
Name:	Google Inc.
Street Address:	1600 Amphitheatre Parkway
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7675683
Patent Number:	7631968
Patent Number:	7648236
Application Number:	11522860
Application Number:	11584872
Application Number:	11609030
Application Number:	11930691
Application Number:	12689462
Application Number:	12960718
Application Number:	60641564
Application Number:	60612197
PCT Number:	US2005033929
CORRESPONDENCE DATA	
Fax Number:	(248)649-3338
Phone:	2486493333

501886519

PATENT
 REEL: 028037 FRAME: 0531

CH \$480.00 7675683

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.

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Address Line 4: Troy, MICHIGAN 48084

ATTORNEY DOCKET NUMBER:

GOGL-747

NAME OF SUBMITTER:

Andrew R. Basile, Jr.

Total Attachments: 10

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PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (the "**Agreement**") is entered into by and between Google Inc., a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("**Google**") and Motion Research Technologies, Inc., a Washington company, with its principal place of business at P.O. Box 1358, Mercer Island, Washington 98040 ("**Seller**") and is effective as of March 30, 2012 (the "**Effective Date**"). The parties hereby agree as follows:

1. BACKGROUND

1.1 Seller owns certain provisional patent applications, patent applications, patents, and/or related foreign patents and applications.

1.2 Seller wishes to sell to Google all right, title, and interest in such patents and applications and the causes of action to sue for infringement thereof and other enforcement rights.

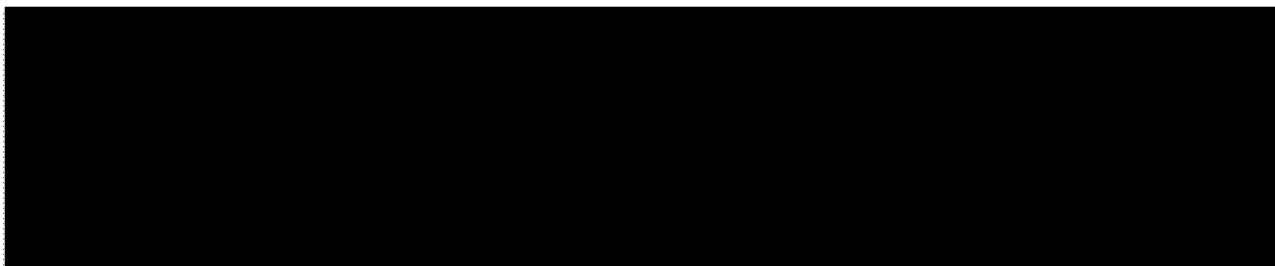
1.3 Google wishes to purchase from Seller all right, title, and interest in such patents and applications and the causes of action to sue for infringement thereof and other enforcement rights, free and clear of any restrictions, liens, claims, and encumbrances other than as specified below in Section 4.3.

2. DEFINITIONS

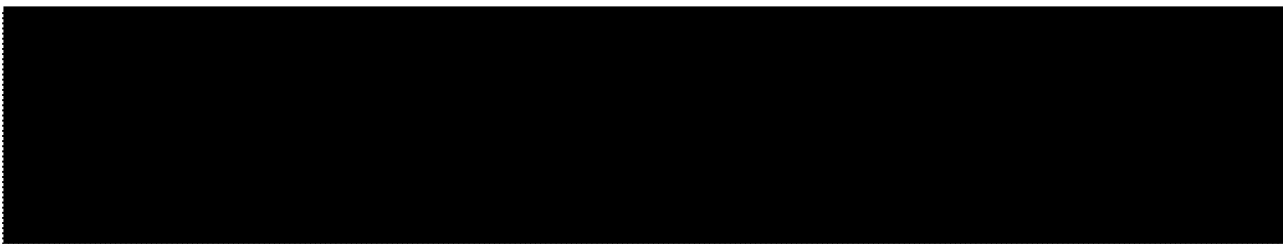
"Assigned Patent Rights" means the Patents and the additional rights set forth in Section 4.2.

"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, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Listed Patents and/or (iv) 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; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); and (f) any item in any of the foregoing categories (b) through (e) 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.




3. DELIVERY, PAYMENT AND CLOSING



3.2 Closing. The closing of the sale of the Assigned Patent Rights hereunder will occur when all conditions set forth in Section 3.3 have been satisfied or waived and the payment set forth in Section 3.4 is made (the "**Closing**").



3.3 Closing Conditions. The following are conditions precedent to Google's obligation to make the payment in Section 3.4.



[REDACTED]

3.4 Payment. The purchase price for the sale of the Assigned Patent Rights and all other transactions contemplated hereby is [REDACTED] to be paid as follows.

[REDACTED]

4. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS [REDACTED]

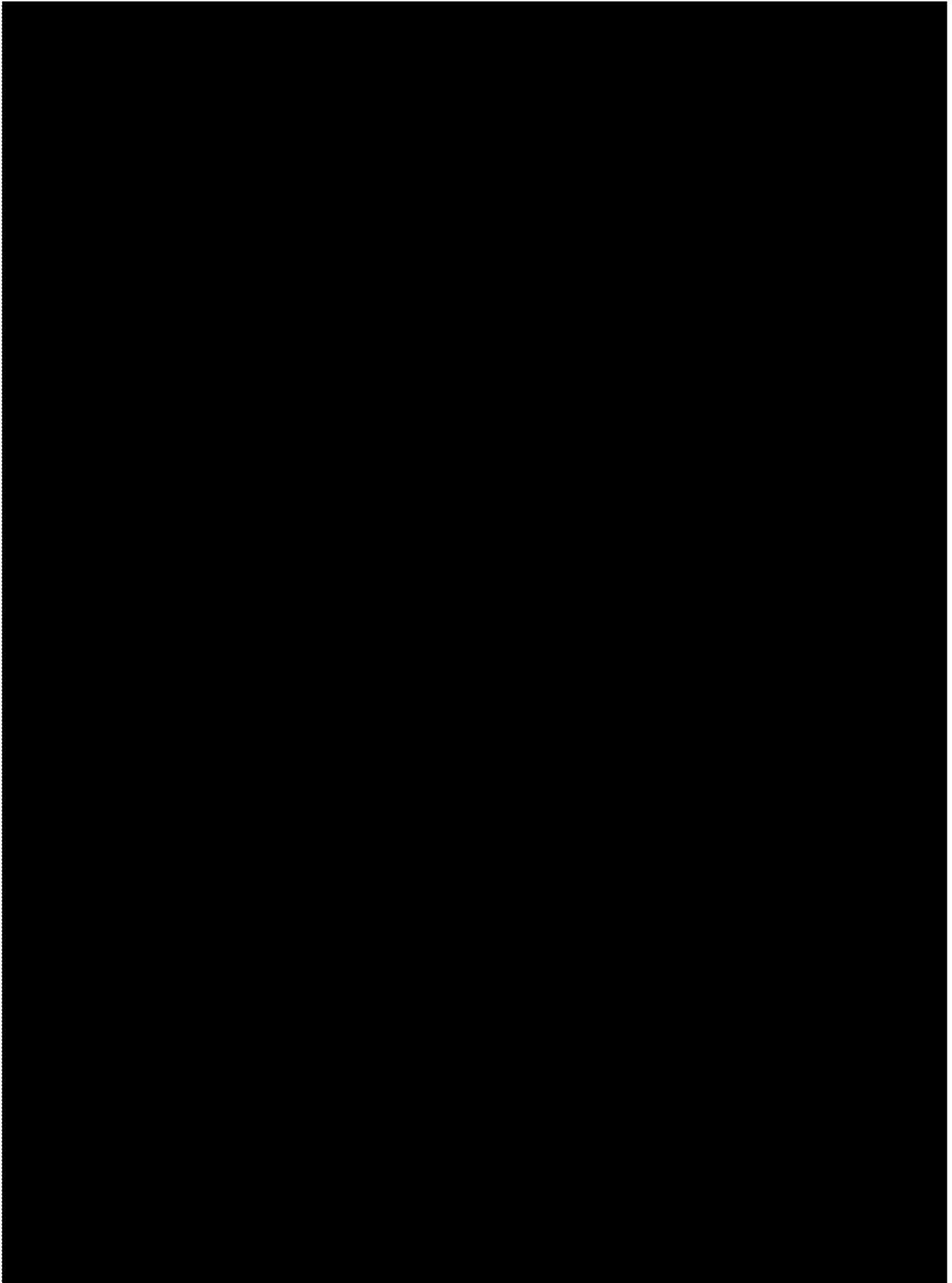
4.1 Assignment of Patents. Upon the Closing but effective as of the Effective Date, Seller hereby sells, assigns, transfers, and conveys to Google, or shall have caused its Affiliates to sell, assign, transfer and convey to Google, all right, title, and interest in and to the Patents. Seller understands and acknowledges that if any of the Patents are assigned to Seller's Affiliates, Seller may be required prior to the Closing to perform certain actions to ensure that the foregoing sale, assignment, transfer and conveyance of the Patents is effective.

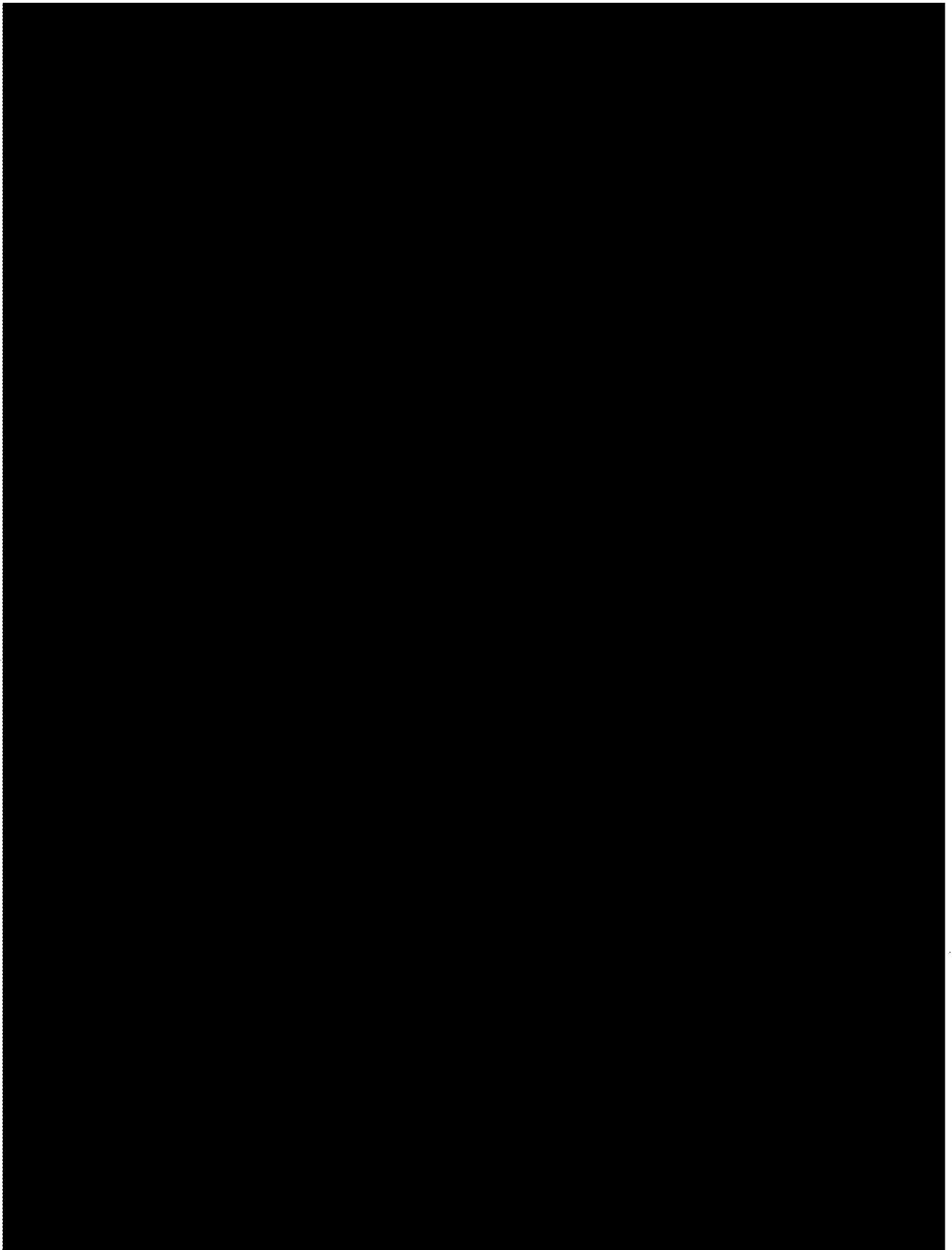
4.2 Assignment of Additional Rights. Upon the Closing but effective as of the Effective Date, Seller hereby also sells, assigns, transfers, and conveys to Google, or shall have caused its Affiliates to sell, assign, transfer and convey to Google, all right, title and interest in and to all:

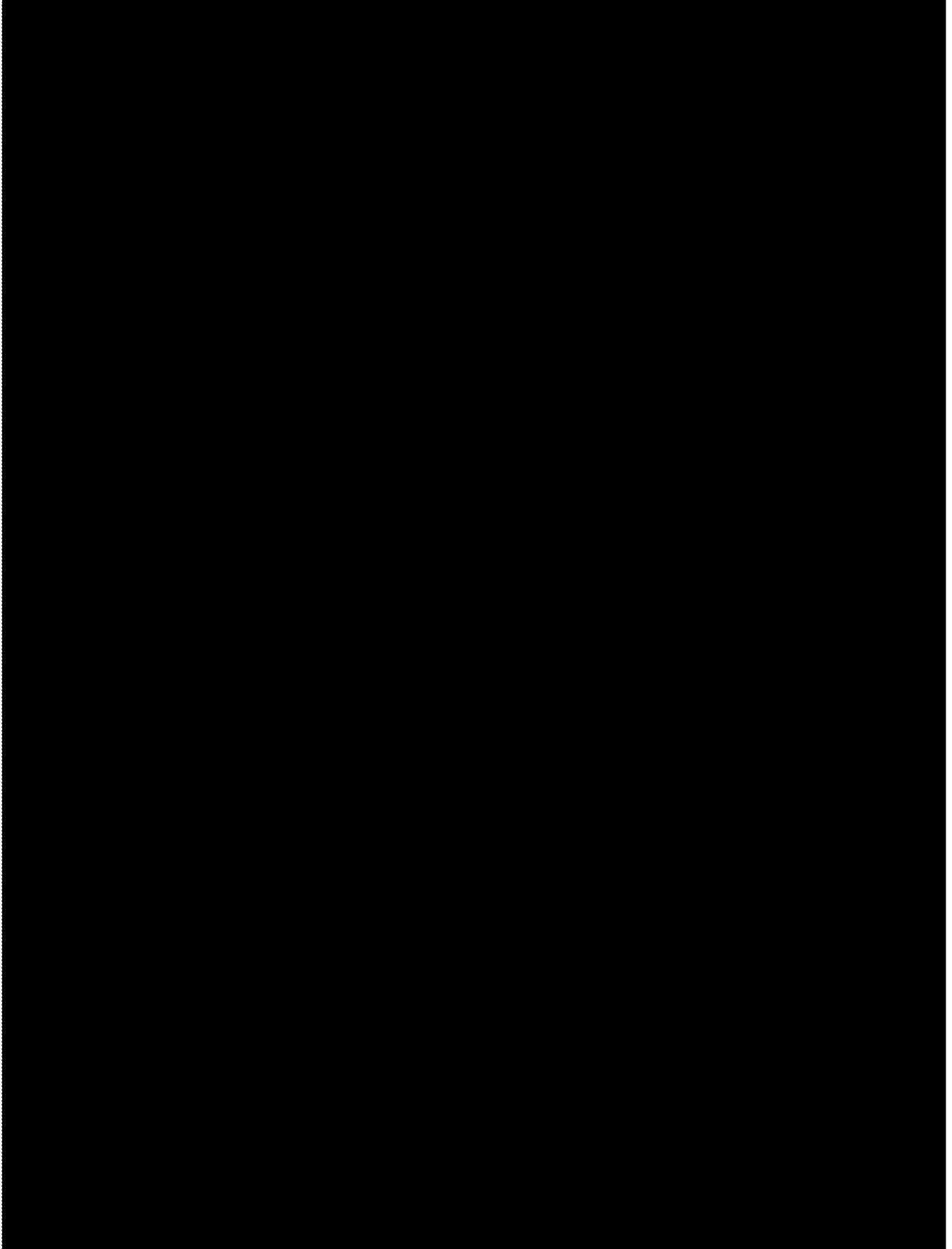
(a) inventions, invention disclosures, and discoveries described in any of the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents;

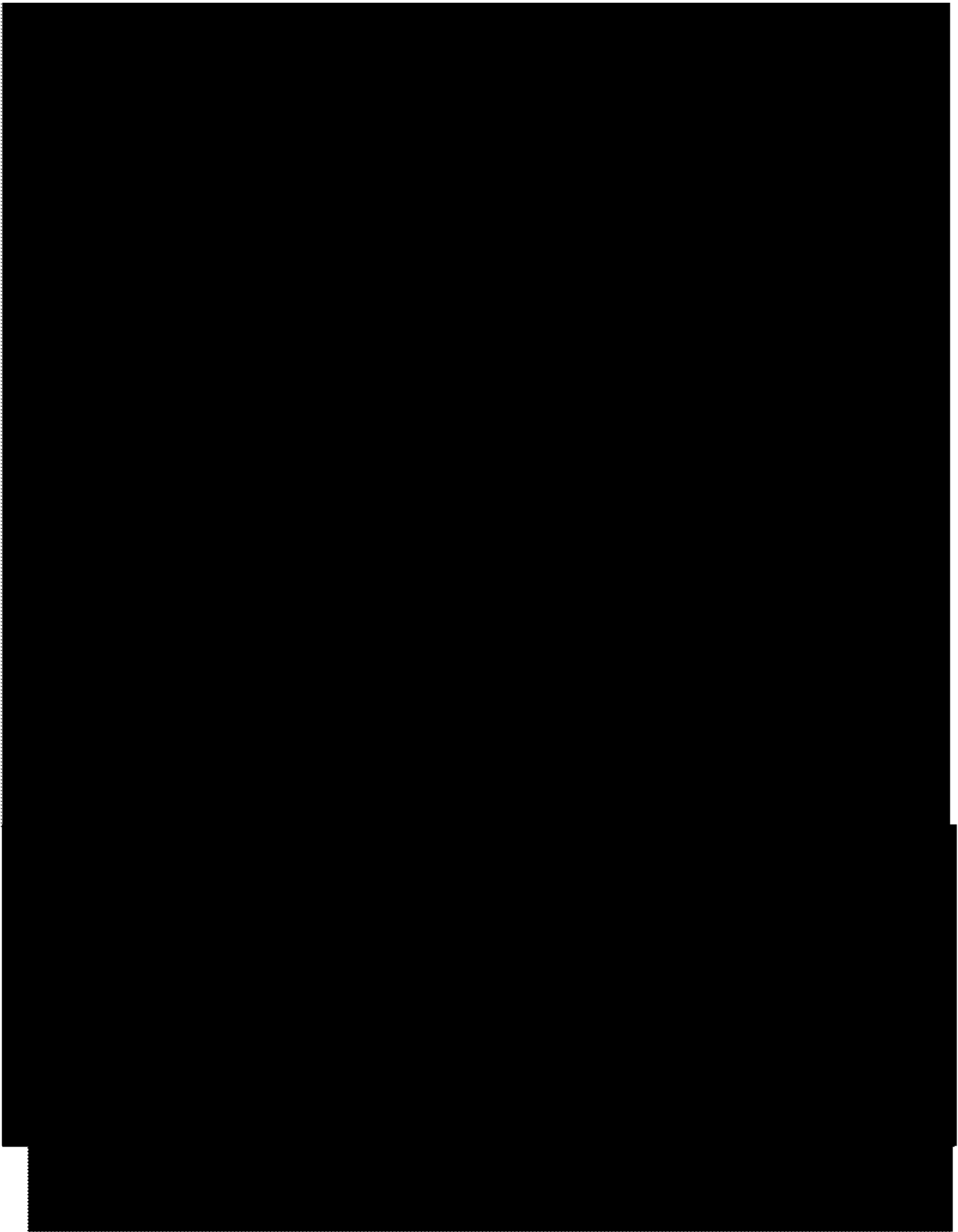
(b) rights to apply in any or all countries of the world for patents, certificates of invention and utility models, claiming any inventions, invention disclosures, and discoveries described in any of the Patents to the extent that such inventions, invention disclosures and discoveries could be claimed in any of the Patents; and

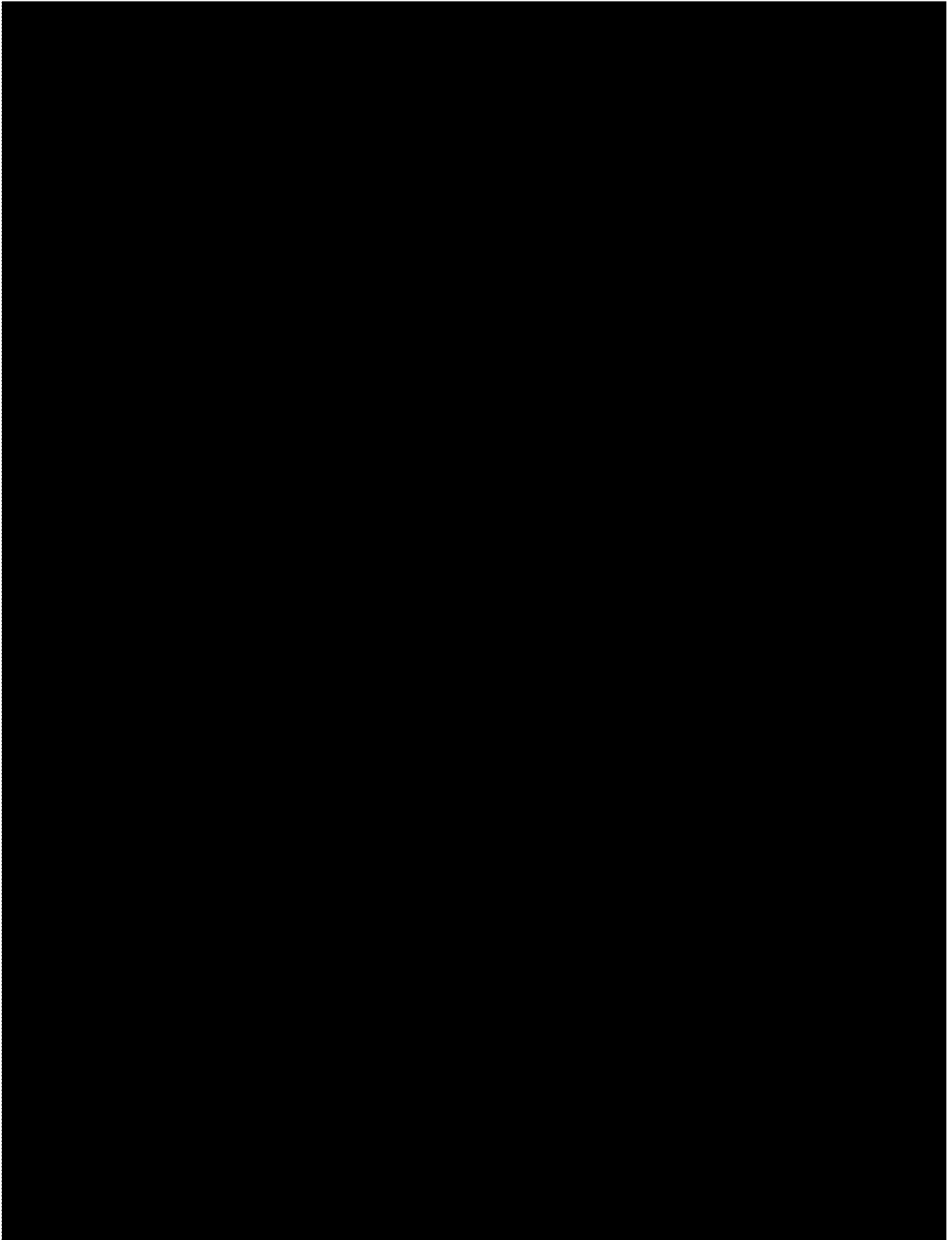
(c) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the rights described in Section 4.2(b), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement, and (iv) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing [REDACTED]











7.15 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Patent Purchase Agreement as of the execution date set forth below.

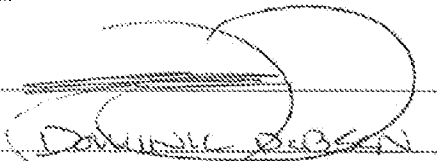
SELLER:

By: _____

Name: _____

Title: _____

Date: _____


DOMINIK ROSEN
PRESIDENT
3-30-12

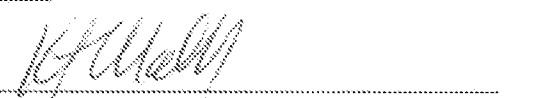
GOOGLE:

By: _____

Name: _____

Title: _____

Date: _____


Kent Walker
Senior Vice President and General Counsel
3-30-2012

NOTARIZATION (SELLER)

Valerie O'Shea
3/30/2012




EXHIBIT A
LISTED PATENTS

U.S. Patents

Patent Number	Application Number	Filing Date	Issue Date	Status
7,675,683	11/233,163	9/22/2005	3/9/2010	Patented
7,631,968	11/555,317	11/1/2006	12/15/2009	Patented
7,648,236	12/206,024	9/8/2008	1/19/2010	Patented

U.S. Patent Applications

Application Number	Filing Date	Status
11/522,860	9/18/2006	Abandoned
11/584,872	10/23/2006	
11/609,030	12/11/2006	Abandoned
11/930, 691	10/31/2007	Abandoned
12/689,462	1/19/2010	Abandoned
12/960,718	12/6/2010	Abandoned
60/641,564	1/4/2005	Abandoned
60/612,197	9/22/2004	Abandoned

PCT Patent Application

Application Number	Filing Date	Status
PCT/US2005/033929	9/22/2005	Abandoned