

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2914979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREEN THROTTLE GAMES, INC.	10/30/2013
RECEIVING PARTY DATA	
Name:	GOOGLE, INC.
Street Address:	1600 AMPHITHEATRE PKWY
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61712144
Application Number:	29436247
Application Number:	61789670
Application Number:	14047959
CORRESPONDENCE DATA	
Fax Number:	(202)787-5520
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-787-5521
Email:	emily@morriskamlay.com
Correspondent Name:	MORRIS & KAMLAY
Address Line 1:	1150 18TH STREET, NW
Address Line 2:	SUITE 575
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	030120-095310US
NAME OF SUBMITTER:	EMILY T. MCNEAL
SIGNATURE:	/Emily T. McNeal/
DATE SIGNED:	06/26/2014
Total Attachments: 6	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment"), is effective as of November 8, 2013 by and between Green Throttle Games, Inc., a Delaware corporation ("Assignor"), in favor of Google Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of November 8, 2013, by and among Assignee, Assignor, and with respect to Articles 6 and 7 thereof only, U.S. Bank National Association as Escrow Agent (the "Purchase Agreement") pursuant to which Assignor has sold, and Assignee has purchased (a) the patents (to include design patents), utility models, and patent applications set forth on Schedule A attached hereto (the "Transferred Patents"), (b) patents (to include design patents), utility models, or patent applications (i) to which any of the Transferred Patents claims priority, (ii) for which any of the Transferred Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Transferred Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Transferred 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) foreign 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); (f) any provisional patent application, patent application, and/or patent that is (i) owned by Assignor, (ii) assigned to Assignor, and/or (iii) subject to an obligation of assignment to Assignor, in each case of the foregoing clauses (i) through (iii), as of the date hereof, not otherwise included in any of the foregoing categories (a) through (e); and (g) any items in any of the foregoing categories (b) through (f), whether or not expressly listed as Transferred Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like and all other rights appurtenant (including, but not limited to, title and interest and the right to recover for past and future infringement in the United States of America and all other countries and jurisdictions of the world) in and to said patents) (hereinafter referred to as the "Patents");

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Patents worldwide; and

WHEREAS, the Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Patents worldwide.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

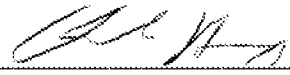
1. Assignor hereby irrevocably sells, transfers and assigns to Assignee, and Assignee hereby accepts the assignment of, all rights, title and interest as Assignor may possess in, to and under the Patents worldwide, together with (i) all registrations and applications for the Patents, (ii) all income, royalties, damages and payments in respect of the Patents, (iii) the right, if any, to register, prosecute, maintain and defend the Patents before any public or private agency or registrar, and (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Patents (whether arising prior to or subsequent to the date of this Assignment), and the right to fully and entirely stand in the place of Assignor in all matters related thereto.
2. 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.
3. This Assignment shall be governed by the governing law provision of the Purchase Agreement. In the event of a conflict between the provisions herein and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the parties hereto. This Assignment may be executed in any number of counterparts by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR

GREEN THROTTLE GAMES, INC.

By: 

Name: Charles Huang,

Title: CEO

Address: 2933 Bunker Hill Land, Suite 100
Santa Clara, CA 95054

ASSIGNEE

GOOGLE INC.

By: _____

Name:

Title:

Address:

SIGNATURE PAGE TO PATENT ASSIGNMENT

PATENT
REEL: 033184 FRAME: 0463

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the parties the day and year first above written.

ASSIGNOR

Green Throttle Games, Inc.

By: _____


Name:

Title:

Address:

ASSIGNEE

Google Inc.

By:  _____

Name: Christine Flores

Title: Assistant Secretary

Address: 1600 Amphitheatre Pkwy
Mountain View, CA 94043

SIGNATURE PAGE TO PATENT ASSIGNMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

On OCTOBER 26, 2013
Date

before me,

Here Insert Name and Title of the Officer

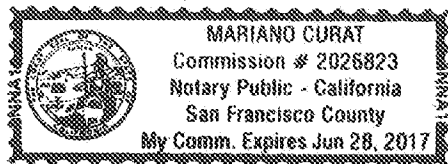
personally appeared

CHRISTINE E. FLORES
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

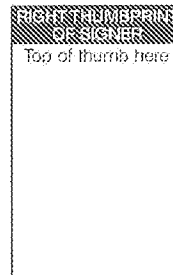
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:



SCHEDULE A

Transferred Patents

FILE #	TITLE	SERIAL NUMBER
29309-21395/US	Multi-Platform Gaming System	61712144
29309-21820/US	Game Controller	29436247
29309-22601/US	Simultaneous Communication Over Multiple Connections	61789670
29309-23855/US (T)	Dynamic Selection of Operating Modes	14047959

PATENT ASSIGNMENT
SCHEDULE A