

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3073846

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ISWIFTER, INC. D/B/A AGAWI	08/25/2014
RECEIVING PARTY DATA		
Name:	Google Inc.	
Street Address:	1600 Amphitheatre Parkway	
City:	Mountain View	
State/Country:	CALIFORNIA	
Postal Code:	94043	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	62009715	
Application Number:	13543720	
Application Number:	14285489	
Application Number:	14316772	
Application Number:	61826360	
Application Number:	61842958	
Application Number:	61506022	
CORRESPONDENCE DATA		
Fax Number:	(612)332-8352	
<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:	2024706461	
Email:	becky@brakehughes.com	
Correspondent Name:	BRAKE HUGHES BELLERMANN LLP	
Address Line 1:	C/O CPA GLOBAL	
Address Line 2:	PO BOX 52050	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	0058-577001	
NAME OF SUBMITTER:	DANIEL M. BENNETT	
SIGNATURE:	/Daniel M. Bennett, Reg. No. 54,993/	
DATE SIGNED:	10/21/2014	

PATENT

Total Attachments: 7

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment"), is effective as of August 25, 2014 by and between iSwifter, Inc. d/b/a Agawi, 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 Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 25, 2014 (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. Assignee agrees that it shall be solely responsible for the payment of any and all maintenance fees, annuities, taxes, and the like from and after the date hereof.

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. Assignor shall execute and deliver such documents and instruments, provide such information, cooperation, assistance and otherwise take such steps as Assignee or its legal representatives may reasonably require, at Assignor's cost and expense, to evidence the transfer or assignment to Assignee of the Patents. Assignor hereby appoints Assignee's in-house counsel as Assignor's attorney-in-fact to execute all documents on behalf of Assignor and its employees (as applicable) for this limited purpose.
4. Whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with Assignee's rights in said Patents, or any division, continuation or continuation-in-part thereof, to be obtained therein, is lawful and desirable, Assignor will sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patents, but at the cost and expense of the Assignee.
5. 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.

END OF PAGE
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

ISWIFTER, INC. D/B/A AGAWI

By: 

Name: ROHAN KELANT

Title: Chief Executive Officer

Address:

48 Heather Drive

Atherton, CA 94027

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

ASSIGNEE

GOOGLE INC.

By: 

Name: Kenneth H. Yi

Title: Assistant Secretary

Address: 1600 Amphitheatre Parkway
Mountain View, CA 94043

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2014, before me, the undersigned notary public in and for said County and State, personally appeared _____

_____ personally known to me [or]
_____ proved to me on the basis of satisfactory evidence

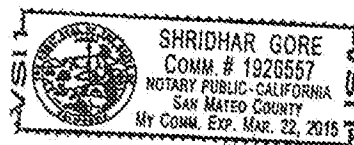
to be the person(s) who executed the foregoing instrument on behalf of iSwifter, Inc. d/b/a Agawi, a corporation duly incorporated under the laws of Delaware, as _____ (title) of such corporation, and acknowledged to me that the execution and delivery of said instrument was duly authorized by said corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires on: _____

State of California, County of San Mateo
On 03/22/2014, before me, Shridhar Gore
Notary Public, personally appeared Bohan Kaban
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.



Shridhar Gore
Notary Public

my commission expires on : 03/22/2015

[SIGNATURE PAGE NOTARIZATION TO PATENT ASSIGNMENT]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)

) ss.

County of Santa Clara)

On August 20, 2014, before me, Mariano Curat, Notary Public

Date

Here insert Name and Title of the Officer

personally appeared Kenneth H. Yi

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 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

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is representing: _____

PATENT

REEL: 033991 FRAME: 0937

SCHEDULE A

Transferred Patents

Title	Application No.	Country	Filing Date
SYSTEM AND METHOD FOR PROVIDING INTERACTIVE APPLICATION DELIVERY OF APPS ACROSS A MULTIPLICITY OF MOBILE AND NON-MOBILE COMPUTING ENVIRONMENTS USING EXISTING VIDEO CONFERENCING SOLUTIONS	62/009,715	USA	June 9, 2014
SYSTEM AND METHOD FOR PROVIDING INTERACTIVE CONTENT TO NON-NATIVE APPLICATION ENVIRONMENTS	13/543,720	USA	July 6, 2012
SYSTEM AND METHOD FOR STREAMING DATA	14/285,489	USA	May 22, 2014
SYSTEM AND METHOD FOR EXPERIENCING ADVERTISED INTERACTIVE APPLICATIONS	14/316,772	USA	June 26, 2014

PATENT ASSIGNMENT
SCHEDULE A-1