

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4331542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CRASHLYTICS, INC.	01/25/2017
TWITTER, INC.	01/25/2017
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:	15465295
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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) 638-6509
Email:	thibado@fr.com,apsi@fr.com
Correspondent Name:	CRAIG E. CARLSON
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	16113-7658003
NAME OF SUBMITTER:	LAUREN THIBADO
SIGNATURE:	/LAUREN THIBADO/
DATE SIGNED:	03/22/2017
Total Attachments: 6	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “**Assignment**”), is made and entered into as of January 27, 2017 (the “**Effective Date**”), by and among Twitter, Inc., a Delaware Corporation, and Crashlytics, Inc., a Delaware Corporation, on the one hand (“**Assignor**”) and Google Inc., a Delaware corporation, on the other hand (“**Assignee**”).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 17, 2017, as amended, (the “**Purchase Agreement**”) and that certain Intellectual Property Assignment Agreement, dated as of January 27, 2017, pursuant to which the parties have agreed that all Assigned Patents will be owned by Assignee and assigned to Assignee hereunder;

WHEREAS, this Assignment is being executed to effect and record the assignment and sale from Assignor to Assignee of the Assigned Patents (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and such other good and valuable consideration as agreed between Assignor and Assignee under separate agreements, Assignor and Assignee hereby agree as follows:

1. Assignment of Assigned Patents.

Upon the terms and subject to the conditions set forth in the Purchase Agreement (including Section 1.4(a) of the Purchase Agreement), effective as of the Closing, Assignor hereby irrevocably and perpetually sells, assigns, and transfers to Assignee, free and clear of all Liens (as defined in the Purchase Agreement), and Assignee hereby purchases, acquires and accepts, all right, title and interest in and to the following (it being understood that the transfers contemplated by this Section 1 are intended to be absolute transfers and not by way of security) (collectively, the “**Assigned Patents**”):

(a) all patents, patent applications, industrial designs and other governmental grants for the protection of inventions or industrial designs, including any provisionals, divisions, continuations, continuations-in-part, renewals, reissuances, re-examinations and extensions of any of the foregoing, as set forth on Schedule 1 hereto;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable laws, rules or regulations of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) all related rights of priority and protection of interests of any of the foregoing; and

(e) any and all claims, warranties, credits, causes of action and rights of Assignor, with respect to any of the foregoing, whether due, payable, accrued or arising on or after the Closing (or, in the case of the right to sue for Infringement of the Assigned Patents, before, on or after the Closing), including in each case rights to set-off, indemnity, warranty, reimbursement, refunds, recoupment, damages specific performance or other equitable relief and all other rights of enforcement or recovery possessed by the Seller Entities from or against any third Person regardless of whether or not such rights are currently exercisable or such claims have been asserted, except to the extent such rights are described in clause (iv) of the definition of "Excluded Assets".

2. Miscellaneous.

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

(b) This Assignment shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release of any of the terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

(c) If any provision of this Assignment or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Assignment will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Assignment with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

(d) This Assignment may not be amended except by an agreement in writing signed by each of the parties.

(e) This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(f) The parties may execute this Assignment in one or more counterparts, and each fully executed counterpart shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the date below and this Assignment shall be effective as of the Effective Date.

Acknowledged and agreed by:

Assignor

TWITTER, INC.

By: Anthony Noto
Name: Anthony Noto
Title: Chief Operating Officer and
Chief Financial Officer

CRASHLYTICS, INC.

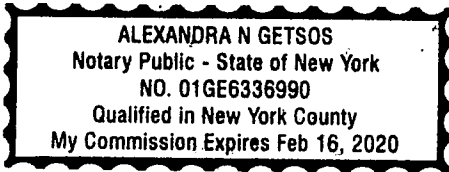
By: Sean Edgett
Name: Sean Edgett
Title: Vice President

STATE/PROVINCE OF New York)
COUNTY OF New York) ss.

On this 25 January, 2017, before me, Alexandra Getsos
Date Month Name and Title of the Notary
personally appeared Anthony Noto and sean Edgett
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to 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 New York that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Alexandra N. Getsos
Signature of Notary Public

[Signature Page to Patent Assignment]

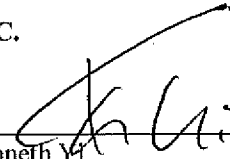
IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the date below and this Assignment shall be effective as of the Effective Date.

Acknowledged and agreed by:

Assignee

GOOGLE INC.

By:


Name: Kenneth Yi
Title: Assistant Secretary

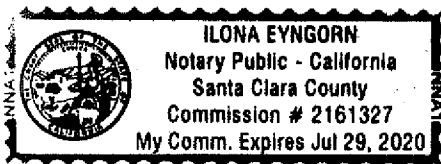
STATE/PROVINCE OF CALIFORNIA)
COUNTY OF SANTA CLARA ss.

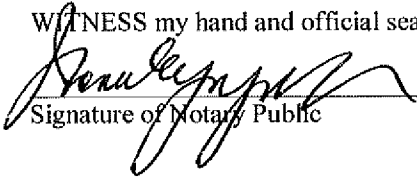
On this JANUARY 24, 2017, before me, ILONA EYNGORN
Date Month Name and Title of the Notary
personally appeared KENNETH HOKEE YI
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary Public

[Signature Page to Patent Assignment]

Schedule 1 to Patent Assignment

Assigned Patents

Jurisdiction	Title	Serial No.	Filing Date	Patent. No.	Issue Date
US	SYSTEM AND METHOD FOR DATA COLLECTION AND ANALYSIS OF INFORMATION RELATING TO MOBILE APPLICATIONS	13/323,166	2011-12-12	9,262,250	2016-02-16
US	SYSTEM AND METHOD FOR DATA COLLECTION AND ANALYSIS OF INFORMATION RELATING TO MOBILE APPLICATIONS	13/426,493	2012-03-21	8,863,086	2014-10-14
US	SYSTEM AND METHOD FOR PROVIDING ADDITIONAL FUNCTIONALITY TO DEVELOPER SIDE APPLICATION IN AN INTEGRATED DEVELOPMENT ENVIRONMENT	13/567,262	2012-08-06	9,087,154	2015-07-21
US	SYSTEM AND METHOD FOR AUTOMATIC SOFTWARE DEVELOPMENT KIT CONFIGURATION AND DISTRIBUTION	14/179,104	2014-02-12		
PCT	SYSTEM AND METHOD FOR DATA COLLECTION AND ANALYSIS OF INFORMATION RELATING TO MOBILE APPLICATIONS	PCT/US2012/069074	2012-12-12		
US	System and method for providing a watchdog timer to enable collection of crash data	14/100,579	2013-12-09	9,274,894	2016-03-01
US	System and Method for Tracking Event Occurrences Between Applications	14/211,542	2014-03-14		
EP	SYSTEM AND METHOD FOR DATA COLLECTION AND ANALYSIS OF INFORMATION RELATING TO MOBILE APPLICATIONS	12809467.9	2012-12-12		
US	Software Development Kit Platform	15/307,511	2016-10-28		
US	System and Method for Data Collection and Analysis of Information Relating to Mobile Applications	14/476,103	2014-09-03		
US	Method and System for Software Application Testing Recommendations	14/693,438	2015-04-22		
US	System and Method for Providing Additional Functionality to Developer Side Application in an Integrated Development Environment	14/805,003	2015-07-21		
PCT	Software Development Kit Platform	PCT/US2015/28232	2015-04-29		

US	Method and System for Mobile Platform Analytics	14/920,670	2015-10-22		
US	Managing Software Assets Installed In An Integrated Development Environment	15/065,116	2016-03-09		
	Dependency Tracking Fabric Plugin				
US	System and method for providing a watchdog timer to enable collection of crash data	15/056,222	2016-02-29		
US	API Manager	15/177,251	2016-06-08		
US	Software Development and Distribution Platform	15/256,058	2016-09-02		
PCT	Software Development and Distribution Platform	PCT/US2016/050240	2016-09-02		
CN	Software Development Kit Platform		2015-04-29		
EP	Software Development Kit Platform	15723369.3	2015-04-29		