

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tenor, Inc.		03/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Google LLC		
Street Address:	1600 Amphitheatre Parkway		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5141878	TENOR	
Registration Number:	5133882	TENOR	
Registration Number:	5168483	TENOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tmdocketing@google.com		
Correspondent Name:	Monique E. Liburd		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
ATTORNEY DOCKET NUMBER:	GT-1277-US-1-3		
NAME OF SUBMITTER:	Monique E. Liburd		
SIGNATURE:	/Monique E. Liburd/		
DATE SIGNED:	05/21/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 23rd day of March, 2018 by and between Tenor, Inc., a Delaware corporation (hereinafter "Assignor"), and Google LLC, a Delaware limited liability company ("Assignee"), having its place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA.

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including any intent-to-use applications (hereinafter collectively referred to as the "Trademarks");

WHEREAS, for the Trademarks in use, Assignor has adopted, used, is using and has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, for the Trademarks not in use, Assignor has intent to use the Trademarks in connection with Assignor's existing and ongoing business, or portion thereof to which the Trademarks pertain, and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title and interest in and to the Trademarks worldwide; and

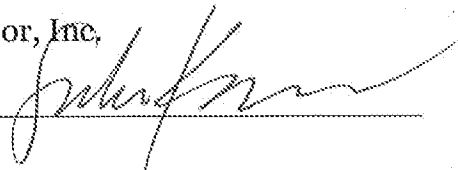
WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide;

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iv) all income, royalties, damages and payments in respect of the Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks.

Assignor will assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignor hereby appoints Assignee's in-house trademark counsel as Assignor's attorney-in-fact to execute all documents on behalf of Assignor and its employees for this limited purpose.

Executed at MOUNTAIN VIEW, CA this 3rd day of MAY, 2018.

Tenor, Inc,

By: 

Svilen Karaivanov
Printed Name

CEO/President/Secretary
Title

Google LLC

By: 

Kenneth H. Yi
Printed Name

Assistant Secretary
Title

SCHEDULE A

Trademark Registration:

Mark	Country	Classes	App No.	App. Date	Reg. No.	Reg. Date	Status
TENOR	Brazil	9	912085657	12/20/16			Pending
	Brazil	41	912085878	12/20/16			Pending
	Canada	9, 41, 42	1,795,294	08/10/16	TMA991, 078	2/21/2018	Registered
	European Union	9, 41, 42	015675101	07/20/16	01567510 1	1/30/2017	Registered
	European Union	9, 41, 42	016173502	12/16/16	01617350 2	6/1/2017	Registered
	Hong Kong	9, 41	303992978	12/14/16			Pending
	India	42	3338132	08/16/16			Pending
	India	9, 41, 42	3338131	08/16/16			Pending
	Israel	9, 41	290373	12/13/16			Pending
	Norway	9, 41, 42	201615096	12/14/16	292668	6/7/2017	Registered
	Singapore	9, 41	40201621381Q	12/13/16			Pending
	Taiwan	9, 41	105075089	12/14/16			Pending
	United States	9, 45	87/132,848	08/09/16	5,141,878	2/14/2017	Registered
	United States	41	87/132,870	08/09/16	5,133,882	1/31/2017	Registered
	United States	42	87/076,103	06/17/16	5,168,483	3/21/2017	Registered
TENOR (WIPO)	<u>WIPO</u>	<u>9, 41, 42</u>	<u>International Registration No. 1355675</u>				

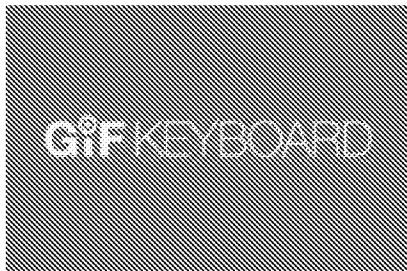
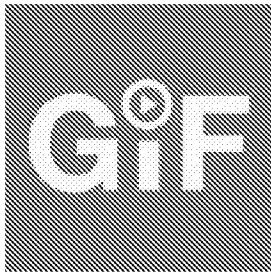
	Australia	Pending
	China	Pending
	Japan	Pending
	Korea	Pending
	Mexico	Pending
	New Zealand	Registered
	Philippines	Registered
	Russia	Registered
	Turkey	Pending

Country	Mark	Appn. No.	Reg. No.	Class(es)	Status	Deadline
Australia	RIFFSY	1686970	1686970	9	Registered	4/12/2025 – Renewal
Canada	RIFFSY	1,723,569	TMA985,078	9,42	Registered	11/17/2032 – Renewal
China	RIFFSY	16691968	16691968	9	Registered	6/6/2026 – Renewal
E.U.	RIFFSY	013945076	013945076	9,42	Registered	4/13/2025 – Renewal
Hong Kong	RIFFSY	303369565	303369565	9	Registered	4/12/2025 – Renewal
India	RIFFSY	2940355		9	Pending	N/A
India	RIFFSY	2940354	2940354	42	Registered	4/13/2025 – Renewal
Israel	RIFFSY	273792	273792	9	Registered	4/12/2025 – Renewal
Japan	RIFFSY	2015-035197	5774060	9	Registered	6/26/2025 – Renewal
Mexico	RIFFSY	1598485	1561548	9	Registered	4/13/2025 – Renewal
New Zealand	RIFFSY	1017572	1017572	9	Registered	10/13/2024 – Renewal
Norway	RIFFSY	201504459	282579	9	Registered	4/13/2025 – Renewal
Philippines	RIFFSY	4-2015-003941	4-2015-00003941	9	Registered	10/22/2025 – Renewal
Russia	RIFFSY	2015710671	577538	9	Registered	4/13/2025 – Renewal

Singapore	RIFFSY	40201506197X	40201506197X	9	Registered	4/13/2025 – Renewal
Korea	RIFFSY	40-2015-002708 9	1159091	9	Registered	2/4/2026 – Renewal
Taiwan	RIFFSY	104019804	1738066	9	Registered	11/15/2025 – Renewal
Turkey	RIFFSY	2015/31620	2015/31620	9	Registered	4/13/2025 – Renewal
U.S.	RIFFSY	86/422,195	4,747,684	9	Registered	6/2/2021 - AOU

Common Law:

GIF Keyboard



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