

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lytro, Inc.		03/26/2018	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:	4786903	ILLUM	
Registration Number:	4628955	LYTRO	
Serial Number:	86948539	LYTRO CINEMA	
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>			
Phone:	6502530000		
Email:	tmdocketing@google.com		
Correspondent Name:	GOOGLE LLC		
Address Line 1:	1600 Amphitheatre Parkway		
Address Line 4:	Mountain View, CALIFORNIA 94043		
NAME OF SUBMITTER:	Karen Robertson		
SIGNATURE:	/Karen Robertson/		
DATE SIGNED:	05/08/2018		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (“**Assignment**”) is effective as of March 26, 2018 (“**Effective Date**”) by and between Lytro, Inc., a Delaware corporation (“**Assignor**”) and Google LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto, and all other rights appurtenant including, but not limited to, common law rights, title and interest, and trade name rights in and to said trademarks and any applications and registrations thereof, including any intent-to-use applications, and the right to bring claims and recover for past, present, and future infringement thereof in the United States of America and all other countries and jurisdictions of the world (all of the foregoing collectively, 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, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 26, 2018 (“**Purchase Agreement**”) pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to receive from Assignor, all right, title and interest in and to the Trademarks worldwide, in connection with the transfer of the Assignor’s business to which the Trademarks pertain;

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

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iii) all income, royalties, damages and payments in respect of the Trademarks, and (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks.
2. Recordation. Assignor hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all registrations which may be granted upon any of the Trademarks in the name of Assignee, as the assignee to the entire interest therein.
3. Further Assurances. 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 and perfect the transfer and assignment to Assignee of the Trademarks and to give Assignee the full benefit of this Assignment. Assignor hereby appoints Assignee’s in-house

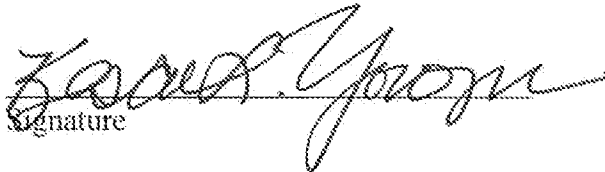
counsel as Assignor's attorney-in-fact to execute all documents on behalf of Assignor and its employees (as applicable) for this limited purpose.

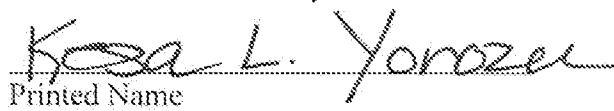
4. Governing Law; Interpretation. This Assignment shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Nothing contained in this Assignment shall in any way 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 arising 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.
5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

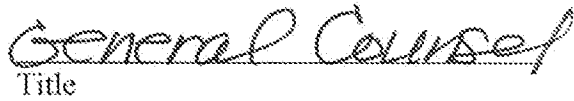
(Signature page follows)

IN WITNESS WHEREOF, this Assignment of Patents has been duly executed and delivered by an authorized representative of each of the parties, effective as of the Effective Date.

Lytro, Inc. ("Assignor")


Signature


Printed Name


Title

Google LLC ("Assignee")

Signature

Printed Name

Title

SIGNATURE PAGE TO ASSIGNMENT OF PATENTS

IN WITNESS WHEREOF, this Assignment of Patents has been duly executed and delivered by an authorized representative of each of the parties, effective as of the Effective Date.

LYTRO, INC. (“Assignor”)

Signature

Printed Name

Title

GOOGLE LLC (“Assignee”)



Signature

Kenneth H. Yi

Printed Name

Assistant Secretary

Title

SIGNATURE PAGE TO ASSIGNMENT OF PATENTS

TRADEMARK
REEL: 006367 FRAME: 0947

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ALAMEDA

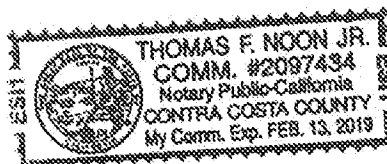
Thomas F. Noon, Jr.
- Notary Public

On MARCH 25, 2018 before me, _____ personally appeared

MESA L. YOROZK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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.



Signature *Thomas F. Noon, Jr.*
Thomas F. Noon, Jr.
- Notary Public

(Seal)

SCHEDULE A

TRANSFERRED TRADEMARKS

Mark	Country	Application No.	Registration No.
ILLUM	Australia	1652059	1652059
ILLUM	Canada	1697934	TMA939786
ILLUM	China	15520666	15520666
ILLUM	European Union	013357181	013357181
ILLUM	Hong Kong	303164698	303164698
ILLUM	Japan	2014087038	5757984
ILLUM	New Zealand	1006828	1006828
ILLUM	Russia	2014734563	564000
ILLUM	Singapore	T1416414E	T1416414E
ILLUM	Switzerland	619962014	667513
ILLUM	Taiwan	103058909	1727753
ILLUM	United States	86258242	4786903
LYTRO	Australia	1444202	1444202
LYTRO	Brazil	907704859	907704859
LYTRO	Brazil	907704867	907704867
LYTRO	Brazil	907704905	907704905
LYTRO	Canada	1541420	TMA947404
LYTRO	China	27346283	
LYTRO	China	10658507	10658507
LYTRO	China	14609562	14609562
LYTRO	China	10658506	10658506
LYTRO	China	19524355	
LYTRO	European Union	010212264	010212264
LYTRO	Hong Kong	302017782	302017782
LYTRO	India	2737587	
LYTRO	Indonesia	D002015003415	
LYTRO	Japan	2011063311	5558202
LYTRO	Malaysia	2014013908	2014013908
LYTRO	New Zealand	968850	968850
LYTRO	Norway	201415240	280700
LYTRO	Russia	2014715943	553617
LYTRO	Singapore	T1111620D	T1111620D
LYTRO	South Africa	201427696	201427696
LYTRO	South Africa	201427697	201427697
LYTRO	South Africa	201427698	201427698
LYTRO	South Korea	4520110003838	450042922
LYTRO	Switzerland	636682012	644509
LYTRO	Taiwan	101015059	01595481
LYTRO	Thailand	966166	KOR412797
LYTRO	United States	85256081	4628955

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LYTRO CINEMA	Australia	1790689	1790689
LYTRO CINEMA	European Union	015755564	015755564
LYTRO CINEMA	Japan	2016094609	5942172
LYTRO CINEMA	New Zealand	1049013	1049013
LYTRO CINEMA	Singapore	40201714642T	
LYTRO CINEMA	South Korea	4520160006746	450075188
LYTRO CINEMA	United States	86948539	
LYTRO ILLUM	China	17777058	17777058
LYTRO IMMERGE	Australia	1763741	1763741
LYTRO IMMERGE	Canada	1776476	
LYTRO IMMERGE	China	19596144	
LYTRO IMMERGE	China	19596143	
LYTRO IMMERGE	European Union	014753677	014753677
LYTRO IMMERGE	Hong Kong	303741787	303741787
LYTRO IMMERGE	India	3233089	
LYTRO IMMERGE	Japan	2016043223	
LYTRO IMMERGE	New Zealand	1040784	1040784
LYTRO IMMERGE	Singapore	40201606386R	40201606386R
LYTRO IMMERGE	South Korea	4520160003055	450073930
LYTRO IMMERGE	Taiwan	105019426	01842499
LYTRO (Customs Recordation)	United States		4628955

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

RECORDED: 05/08/2018

TRADEMARK
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