TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691059

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Google LLC		11/22/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Open Usage Commons Foundation
Street Address:	1201 Third Avenue
Internal Address:	Suite 4900
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6495895	ISTIO
Registration Number:	6220055	
Registration Number:	6257204	ANGULAR
Registration Number:	6257213	GERRIT

CORRESPONDENCE DATA

Fax Number:

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.

Phone:	2165867005
Email:	kabarrett@jonesday.com
Correspondent Name:	Kerry A. Barrett
Address Line 1:	901 Lakeside Avenue
Address Line 2:	North Point
Address Line 4:	Cleveland, OHIO 44114-1190

NAME OF SUBMITTER:	Kerry A. Barrett
SIGNATURE:	/Kerry A. Barrett/
DATE SIGNED:	11/29/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of the 22nd day of November, 2021 (the "Effective Date") by and between Google LLC, a Delaware limited liability company, having its place of business at 1600 Amphitheatre Parkway, Mountain View, California, 94043 USA ("Google") and Open Usage Commons Foundation, a Delaware corporation, having its place of business at 1201 Third Avenue, Suite 4900, Seattle, Washington, 98101 USA ("OUC").

WHEREAS, Google has developed and owns good and valuable trademarks in connection with certain open source products, namely: (1) ISTIO, an open source service mesh that layers transparently onto existing distributed applications (https://istio.io); (2) GERRIT, an open source web-based team code collaboration and code review tool (https://www.gerritcodereview.com/); and (3) ANGULAR, an open source web application framework (https://angular.io/);

WHEREAS, Google wishes to encourage the maintenance, distribution, quality, and trademark standards of these high-quality open source products;

WHEREAS, OUC (https://openusage.org/) wishes to support these high-quality open source products through trademark protection and management, and by developing and implementing usage guidelines and conformance criteria;

WHEREAS, OUC has created and has and will continue to implement trademark guidelines for such open source products that adhere to open source and fair use principles, and shall assume the protection, management, and enforcement responsibility for the trademarks associated with such open source projects through its dedicated trademark committee;

WHEREAS, Google 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 (hereinafter collectively referred to as the "Open Source Trademarks");

WHEREAS, for the Open Source Trademarks, Google has adopted, used, is using and has acquired goodwill associated with and symbolized by said Open Source Trademarks and has not abandoned the same;

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

WHEREAS, Google is willing to assign to OUC all rights, title and interest as Google may possess in and to the Open Source Trademarks worldwide.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Google hereby assigns to OUC all rights, title and interest as Google may possess in and to the Open Source Trademarks worldwide for OUC's use and enjoyment as fully and entirely as the same would have been held and enjoyed by Google if this assignment had not been made, together with (i) the goodwill symbolized by said Open Source Trademarks, (ii) all registrations and applications for the Open Source Trademarks, (iii) all income, royalties, or payments due or payable as of the Effective Date or thereafter, and (iv) all causes of action (either in law or in equity) and the right to sue, counterclaim, recover and collect for infringement or unauthorized use of the Open Source Trademarks.

Google authorizes and requests the applicable government authorities to record OUC as the owner of the Open Source Trademarks and to issue any and all registrations, including renewals thereof, to and in the name of OUC.

From time to time, promptly following receipt of a written request from OUC, and without further consideration, Google will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, conveyances, transfers, assignments, oaths, exhibits, declarations, powers of attorney, other documents and assurances as OUC may reasonably require or that OUC deems advisable to (i) effect, evidence, perfect or record the assignment of the Open Source Trademarks; (ii) prepare and prosecute any application, renewal, extension or equivalent to the foregoing for any of the Open Source Trademarks; or (iii) bring or defend any interference, invalidation, cancellation, opposition, infringement, Uniform Domain-Name Dispute-Resolution Policy (or equivalent action) or other proceeding that may arise in connection with the Open Source Trademarks, including testifying as to any facts relating to the Open Source Trademarks.

Google agrees to continue to manage and provide advice regarding the technical aspects of the Istio, Gerrit, and Angular open source projects pursuant to the terms and conditions of this Assignment and any trademark guidelines developed for the Open Source Trademarks by OUC. Google's technical leadership of these open source projects will also continue to participate in any trademark guideline development for their respective project trademarks by contributing technical know-how to the OUC trademark committee.

This Assignment shall be governed by and construed under and in accordance with the Law of the State of California without regard to any contrary result otherwise required under applicable conflict or choice of law rules.

This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature delivered by electronic or .pdf transmission will be considered an original signature.

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment to be effective as of the **Effective Date.**
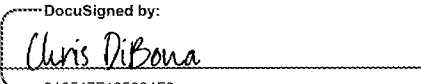
Google

By: _____

Andy Abrams
Printed Name

Senior Trademark Counsel
Title

OUC

By: Chris DiBona
310547F185934F3...

Chris DiBona
Printed Name

Chair of the Board of Open Usage Commons
Title