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PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------|----------------|
| Westbrook Technology, LLC | 12/18/2012 |

RECEIVING PARTY DATA

| Name: | Nest Labs, Inc. | |
|-----------------|-----------------|--|
| Street Address: | 900 Hansen Way | |
| City: | Palo Alto | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 94304 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | 7047092 |

CORRESPONDENCE DATA

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| ATTORNEY DOCKET NUMBER: | WST0001-US | |
|-------------------------|-------------------|--|
| NAME OF SUBMITTER: | Matthew T. Sarles | |

Total Attachments: 2

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PATENT REEL: 029726 FRAME: 0004 OF \$40.00 /04/09Z

Attachment A

WHEREAS, **Westbrook Technology, LLC**, a Delaware limited liability company having a principal place of business at 20 Depot Street, Suite 2A, Peterborough, NH 03458 (hereinafter "ASSIGNOR"), is the owner of record of the entire and full right, title, and interest to certain new and useful improvements in the following United States Patents and Patent Applications for Letters Patent in the United States (hereinafter the "Patents"):

| Application Number | Filing Date | Patent Number | Issue Date | Title |
|-----------------------|-------------|------------------|-------------|---|
| 60/461,307 | 08-Apr-2003 | | | Home Automation Control Architecture |
| 10/820,426 | 08-Apr-2004 | 7,047,092 | 16-May-2006 | Home Automation Contextual User Interface |
| 10/820,434 | 08-Apr-2004 | | | Home Automation Control Architecture |

WHEREAS, **Nest Labs, Inc.**, a California corporation (hereinafter "ASSIGNEE"), having a principal place of business at 900 Hansen Way, Palo Alto, CA 94304, has purchased ASSIGNOR'S entire and full right, title, and interest in and to the inventions disclosed in the Patents;

NOW, THEREFORE, in consideration of sums paid by ASSIGNEE to ASSIGNOR, and for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents, does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire and full right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patent resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement. ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Patents before or after issuance.

[SIGNATURE PAGE FOLLOWS]

PATENT
REEL: 029726 FRAME: 0005

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19th day of DECEMBER 2012. By: Name: Hugh B. Svendsen, CEO, Westbrook Technology, LLC

State of North Carolina County of Durham

On DECEMBER 18 ____, 2012, before me appeared, personally, Hugh B. Svendsen, an individual authorized to legally bind Westbrook Technology, LLC, a Delaware limited liability company having a principal address at 20 Depot Street, Suite 2A, Peterborough, NH 03458, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature EMMUL M. Toerrelly

EUGENE M FARRELLY NOTARY PUBLIC WAKE COUNTY, NC My Commission Expires 9-13-2014

18 DEC 2812 ESGONE M FORTERLY

REEL: 029726 FRAME: 0006