

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>JOSEPH ADAM RUFF</td> <td>07/26/2013</td> </tr> <tr> <td>JONATHAN SOLNIT</td> <td>07/02/2013</td> </tr> <tr> <td>EDWIN H. SATTERTHWAITE</td> <td>07/05/2013</td> </tr> </tbody> </table>		Name	Execution Date	JOSEPH ADAM RUFF	07/26/2013	JONATHAN SOLNIT	07/02/2013	EDWIN H. SATTERTHWAITE	07/05/2013		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Nest Labs Inc.</td> </tr> <tr> <td>Street Address:</td> <td>900 Hansen Way</td> </tr> <tr> <td>City:</td> <td>Palo Alto</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94304</td> </tr> </table>		Name:	Nest Labs Inc.	Street Address:	900 Hansen Way	City:	Palo Alto	State/Country:	CALIFORNIA	Postal Code:	94304
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>14046256</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	14046256						
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CORRESPONDENCE DATA											
Fax Number: (415)576-0300 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 303-571-4000 Email: kherko@kilpatricktownsend.com Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP Address Line 1: TWO EMBARCADERO CENTER, 8TH FLOOR Address Line 2: JAMES T. BERGSTROM Address Line 4: SAN FRANCISCO, CALIFORNIA 94111											
ATTORNEY DOCKET NUMBER:	94021-889310-NES0157USCON										
NAME OF SUBMITTER:	JAMES T. BERGSTROM										
Signature:	/James T. Bergstrom/										

Date:

10/04/2013

Total Attachments: 9

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ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I/we, the undersigned,

Hereby sell, assign and transfer to

Nest Labs, Inc., a corporation of the State of Delaware, having a place of business at
900 Hansen Way, Palo Alto, CA 94304

its successors, assigns and legal representatives, my entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed, in the patent applications identified in Appendix A, and in and to said applications and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN WITNESS WHEREOF, I hereunto set my hand and seal:

Date: 7/26/13
Witness: [signature] [signature]
Crystal J. Palade [print name]
400 Hansen Way [address]
Palo Alto, CA 94304

Joseph Adam Ruff [L.S.]
Joseph Adam RUFF

Date: _____ [L.S.]
Jonathan SOLNIT

Witness: _____ [signature]
_____ [print name]
_____ [address]

Date: _____ [L.S.]
Edwin H. SATTERTHWAITE

Witness: _____ [signature]
_____ [print name]
_____ [address]

APPENDIX A

1. U.S. Patent Application No. 13/632,112, entitled "*Adjusting Proximity Thresholds for Activating a Device User Interface*," filed September 30, 2012.
2. U.S. Provisional Patent Application No. 61/627,996, entitled "*User Friendly, Network Connected Learning Thermostat and Related Systems and Methods*," filed October 21, 2011.

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Date: _____ [L.S.]
Joseph Adam RUFF

Witness: _____ [signature]
_____ [print name]
_____ [address]

Date: 7/2/13 _____ [L.S.]
Jonathan SOLNIT

Witness: Crystal Iphalook [signature]
Crystal Iphalook [print name]
900 Hansen Way [address]
Palo Alto, CA 94304

Date: _____ [L.S.]
Edwin H. SATTERTHWAITE

Witness: _____ [signature]
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Joseph Adam RUFF

Witness: _____ [signature]
_____ [print name]
_____ [address]

Date: _____ [L.S.]
Jonathan SOLNIT

Witness: _____ [signature]
_____ [print name]
_____ [address]

Date: 7/5/13 [L.S.]
Edwin H. SATTERTHWAITE

Witness: [Signature] [signature]
Crystal Ipaibok [print name]
900 Hanken Way [address]
Palo Alto, CA 94304

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