

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2984295

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN DIAMOND	08/07/2014
SONNY VU	08/07/2014
RECEIVING PARTY DATA	
Name:	MISFIT WEARABLES CORPORATION
Street Address:	5 BROOKDALE ROAD
City:	SALEM
State/Country:	NEW HAMPSHIRE
Postal Code:	03079
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14309195
PCT Number:	US2014043161
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	2028427800
Email:	jbegley@cooley.com
Correspondent Name:	COOLEY LLP
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Address Line 2:	PATENT GROUP
Address Line 4:	WASHINGTON, D.C. 20004-2400
ATTORNEY DOCKET NUMBER:	MISF-002/01US 316703-2003
NAME OF SUBMITTER:	SCOTT B. WESTON
SIGNATURE:	/Scott B. Weston/
DATE SIGNED:	08/15/2014
Total Attachments: 6	
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ASSIGNMENT

Steven DIAMOND, residing at 1436 Valencia Street, San Francisco, CA 94110, and **Sonny VU**, residing at 5 Brookdale Road, Salem, NH 94014 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **SYSTEMS AND METHODS FOR DATA TRANSFER**, and which is a:

- (1) provisional application
 (a) to be filed herewith; or
 (b) bearing Application No. , and filed on ;
- (2) non-provisional application
 (a) to be filed herewith; or
 (b) bearing Application No. 14/309,195, and filed on June 19, 2014; or
- (3) PCT application
 (a) bearing Application No. PCT/US2014/043161, and filed on June 19, 2014.

WHEREAS, Misfit Wearables Corporation, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 5 Brookdale Road, Salem, NH 03079 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; the application for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the

Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 7 Aug 2014

By: *Steven Diamond*
Steven DIAMOND

State of California)
 County of San Mateo) ss.

On August 7th, 2014, before me, Hayk Kostandyan,
 Notary Public, personally appeared Steven Diamond,
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose
 name(s) ~~is/are~~ 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.

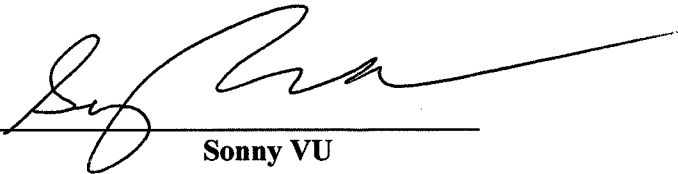
WITNESS my hand and official seal.

Hayk Kostandyan
 Signature of Notary Public


 Place Notary Seal Above

My Commission Expires: 06/04/2015

Date: 8/7/2014

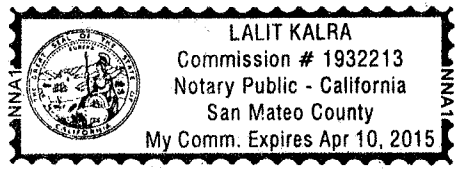
By: 
Sonny VU

State of CALIFORNIA)
 County of SAN MATEO) ss.

On 8/7/14, before me, LALIT KALRA,
 Notary Public, personally appeared SONNY VU,
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose
 name(s) ~~is/are~~ 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.

WITNESS my hand and official seal.


Lalit Kalra
 Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 4-10-15

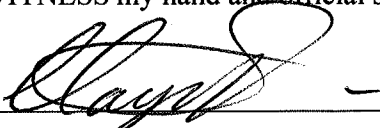
Date: 8/7/14

By: 

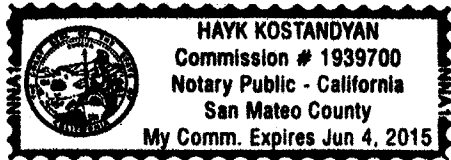
Name: Matthew Diamond
Title: Medical Lead
Company: Misfit Wearables Corporation

State of California
 County of San Mateo ^{ss.} ~~August 7th, 2014~~
 On August 7th, 2014, before me, Hayk Kostandyan,
 Notary Public, personally appeared Matthew Diamonds,
 who proved to me on the basis of satisfactory evidence, to be the person(s) whose
 name(s) is/are 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.

WITNESS my hand and official seal.



 Signature of Notary Public


 Place Notary Seal Above

My Commission Expires: 06/04/2015