

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3200164

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SWITCH2HEALTH CORPORATION	09/12/2013
RECEIVING PARTY DATA	
Name:	FITBIT, INC.
Street Address:	405 HOWARD STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8849697
CORRESPONDENCE DATA	
Fax Number:	(408)749-6901
<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>	
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Address Line 4:	SUNNYVALE, CALIFORNIA 94085
ATTORNEY DOCKET NUMBER:	FITBP022.C3
NAME OF SUBMITTER:	ALBERT S. PENILLA, ESQ.
SIGNATURE:	/Albert S. Penilla/
DATE SIGNED:	01/27/2015
Total Attachments: 4	
source=FITBP022.C3_Assign_S2H_to_Fitbit#page1.tif	
source=FITBP022.C3_Assign_S2H_to_Fitbit#page2.tif	
source=FITBP022.C3_Assign_S2H_to_Fitbit#page3.tif	
source=FITBP022.C3_Assign_S2H_to_Fitbit#page4.tif	

Exhibit A

ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights (“Assignment”) is entered into as of September 12, 2013 (the “Effective Date”), by and between Switch2Health Corp., a Delaware Corporation having a principal place of business at 220 Davidson Avenue, Suite 100, Somerset, NJ 08873 (“Assignor”), and FitBit, Inc., a Delaware corporation having a principal place of business at 150 Spear Street, San Francisco, CA 94105 (“Assignee”).

Whereas, the Assignor and Assignee have entered into a certain Patent Purchase Agreement dated September 12, 2013, under which Assignor assigns to Assignee all right, title and interest in and to the Patents (as defined below).

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, does hereby irrevocably sell, assign, transfer, and convey unto Assignee, or Assignee’s designees, all of Assignor’s right title and interest in and to all of the following (collectively, the “Assigned Patent Rights”):

(a) all provisional patent applications, patent applications, and patents listed in the attached Schedule (the “Patents”);

(b) all provisional patent applications, patent applications, patents or other similar governmental grants or issuances worldwide (i) from which any of the Patents directly or indirectly claims priority and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority;

(c) any reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions, worldwide, of any provisional patent application, patent application, patent or other governmental grant or issuance set forth in clauses (a) and/or (b) (clauses (a) through (c), collectively, the “Assigned Patents”);

(d) foreign patents, patent applications, and counterparts relating to any item in the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) items in any of the foregoing in categories (a) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

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(f) rights to all inventions, invention disclosures, and discoveries described in any item in the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) any causes of action (whether currently pending, filed or otherwise) and all other enforcement rights and rights to remedies under, on account of, or related to any of the Patents and/or any item in any of the foregoing categories (a) through (g), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) other remedies of any kind for past, current and future infringement, misappropriation or violation of rights and all rights to sue for any of the foregoing;

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in the foregoing categories (b) through (h); and

(j) any and all other rights and interests worldwide, arising out of, in connection with or in relation to the Assigned Patents.


Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Assigned Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

In witness whereof, intending to be legally bound, the Parties have executed this Assignment as of the Assignment Date.

ASSIGNOR:

Switch2Health Corporation

By: 
Name: Seth A. Tropper
Title: President & CEO
Date: 9/12/13

ASSIGNEE:

FitBit, Inc.

By: _____
Name:
Title:
Date:

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(f) rights to all inventions, invention disclosures, and discoveries described in any item in the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;

(g) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) any causes of action (whether currently pending, filed or otherwise) and all other enforcement rights and rights to remedies under, on account of, or related to any of the Patents and/or any item in any of the foregoing categories (a) through (g), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) other remedies of any kind for past, current and future infringement, misappropriation or violation of rights and all rights to sue for any of the foregoing;

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in the foregoing categories (b) through (h); and

(j) any and all other rights and interests worldwide, arising out of, in connection with or in relation to the Assigned Patents.

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In witness whereof, intending to be legally bound, the Parties have executed this Assignment as of the Assignment Date.


ASSIGNOR:

Switch2Health Corporation

By: _____
Name: Seth A. Tropper
Title: President & CEO
Date:

ASSIGNEE:

FitBit, Inc.

By:  _____
Name: James Park
Title: President, CEO
Date: 9/12/2013

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SCHEDULE TO ASSIGNMENT OF PATENT RIGHTS – PATENTS

Country, Serial No. & Filing Date	Priority Claim	Publication Data	Title	Status and/or Comments
United States 60/847,538 09/26/06	N/A	N/A	Kinetic Coupon Redeemable Upon Completion of a Predetermined Threshold of Physical Activity	PROVISIONAL - CONVERTED
International PCT/IB07/003617 09/26/07	60/847,538	WO 2008-038141 Pub: 04/03/08	Coupon Redeemable Upon Completion of a Predetermined Threshold of Physical Activity	EXPIRED
United States 11/862,059 09/26/07	60/847,538	US-2008-0093838 Pub: 04/24/08	Coupon Redeemable Upon Completion of a Predetermined Threshold of Physical Activity	GRANTED Patent No. 8,177,260 B2 Issued: 5/15/12
United States 13/471,132 05/14/12	Divisional of 11/862,059	US-2012-0308443 Pub: 12/06/12	Coupon Redeemable Upon Completion of a Predetermined Threshold of Physical Activity	PENDING
United States 13/471,168 05/14/12	Continuation of 11/862,059	US-2012-0310714 Pub: 12/06/12	Coupon Redeemable Upon Completion of a Predetermined Threshold of Physical Activity	PENDING
United States 60/975,411 09/26/07	N/A	N/A	Coupon Redeemable Upon Completion of a Predetermined Threshold of Physical Activity	PROVISIONAL - CONVERTED
United States 61/023,119 01/24/08	N/A	N/A	System and Method for Activating a Device Based on a Record of Physical Activity	PROVISIONAL - CONVERTED
International PCT/US08/078017 09/28/08	61/023,119 60/975,411 11/862,059	WO 2009-042965 Pub: 04/02/09	System and Method for Activating a Device Based on a Record of Physical Activity	EXPIRED
United States 12/239,613 09/26/08	61/023,119 60/975,411 Continuation-in-Part of 11/862,059	US-2009-0171788 Pub: 07/02/09	System and Method for Activating a Device Based on a Record of Physical Activity	PENDING
United States 13/869,670 04/24/13	Continuation of 12/239,613	N/A	System and Method for Activating a Device Based on a Record of Physical Activity	PENDING