

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3630602

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIMOTHY GOLNIK	11/19/2015
ADAM MEKEEL MACK	11/19/2015
DIANA CHANG	11/19/2015
RYAN GERAGHTY	11/19/2015
RECEIVING PARTY DATA	
Name:	MISFIT WEARABLES CORPORATION
Street Address:	5 BROOKDALE ROAD
City:	SALEM
State/Country:	NEW HAMPSHIRE
Postal Code:	03079
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29541088
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:	202-842-7800
Email:	cphillipnouchet@cooley.com, zpatdcdocteting@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE NW, SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	MISF-012/00US 316703-2058
NAME OF SUBMITTER:	DHRUV SUD
SIGNATURE:	/Dhruv Sud/
DATE SIGNED:	11/24/2015
Total Attachments: 8	
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ASSIGNMENT

Timothy GOLNIK, residing at 141 Trumbull Street, San Francisco, CA 94112, **Adam Mekeel MACK**, residing at 840 College Ave, Menlo Park, CA 94025, **Diana CHANG**, residing at 1459 18th Street, PMB 153, San Francisco, CA 94107, and **Ryan GERAGHTY**, residing at 2250 41st Avenue, San Francisco, CA 94116 (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 **CLASP**, 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. **29/541,088**, and filed on **September 30, 2015**; and/or
- (3) ☐ PCT application
(a) ☐ bearing Application No. , and filed on .

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(s); the application(s) 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(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) 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(s) 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, and all rights of claiming priority in any country of the world;

(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, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(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), reexamination(s), revival(s), renewal(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, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

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 application(s), and said patent(s), including

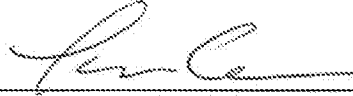
interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, 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(s) 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: Nov 19, 2015

By: _____



Timothy GOLNIK

WITNESS: _____




Date: 11/19/15

Name: _____

Kate Lyden

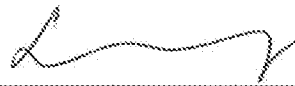
Date: 11/19/15


By: 
Adam Mekeel MACK

WITNESS: 

Date: 11/19/15

Name: Kate Lyden

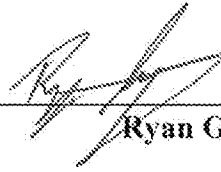
Date: 11/19/15 By: 
Diana CHANG

WITNESS:  Date: 11/19/15

Name: RYAN GERAGHTY

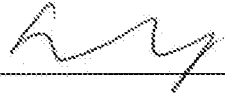
Date: 11/19/15

By: _____



Ryan GERAGHTY

WITNESS: _____



Date: 11/19/15

Name: DIANA CHANG

Date: 11/24/15

By: 

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

WITNESS: 

Date: 11/24/15

Name: Kate Lyden