

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4014148

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EVOLUTION ROBOTICS, INC.	05/08/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	iRobot Corporation	
<b>Street Address:</b>	8 Crosby Drive	
<b>City:</b>	Bedford	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	01730	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29353303	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(877)769-7945	
<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>		
<b>Phone:</b>	(617) 956-5904	
<b>Email:</b>	jhr@fr.com	
<b>Correspondent Name:</b>	ALEX YU	
<b>Address Line 1:</b>	FISH & RICHARDSON P.C.	
<b>Address Line 2:</b>	P.O.BOX 1022	
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55440-1022	
<b>ATTORNEY DOCKET NUMBER:</b>	09945-0278001	
<b>NAME OF SUBMITTER:</b>	ALEX YU	
<b>SIGNATURE:</b>	/Alex Yu/	
<b>DATE SIGNED:</b>	08/19/2016	
<b>Total Attachments: 7</b>		
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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"EVOLUTION ROBOTICS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "IROBOT CORPORATION" UNDER THE NAME OF "IROBOT CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTH DAY OF MAY, A.D. 2014, AT 6:03 O'CLOCK P.M.

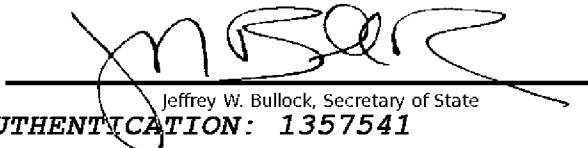
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3333196 8100M

140593818

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1357541

DATE: 05-08-14

PATENT  
REEL: 039480 FRAME: 0369

**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

**EVOLUTION ROBOTICS, INC.**

**INTO**

**iROBOT CORPORATION**

(pursuant to Sections 103 and 253 of the General Corporation Law of Delaware)

\*\*\*\*\*

iRobot Corporation, a corporation incorporated pursuant to the provisions of the General Corporation Law of the State of Delaware;

**DOES HEREBY CERTIFY:**

**FIRST:** That this corporation owns 100% of the issued and outstanding capital stock of Evolution Robotics, Inc., a corporation incorporated pursuant to the provisions of the Delaware General Corporation Law and that this corporation, by a resolution of its Board of Directors, determined to merge into itself said Evolution Robotics, Inc., which resolution is in the following words to wit:

**WHEREAS,** iRobot Corporation (the "**Corporation**") is the beneficial and record owner of all of the issued and outstanding capital stock of Evolution Robotics, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Evolution Subsidiary**"); and

**WHEREAS,** the Corporation desires to merge into itself the Evolution Subsidiary, and to be possessed of all the estate, property, rights, privileges and franchises of the Evolution Subsidiary (the "**Evolution Merger**"), pursuant to an Agreement and Plan of Merger attached hereto as Exhibit A (the "**Evolution Merger Agreement**") pursuant to which the Corporation shall be the surviving entity;

**NOW, THEREFORE, BE IT RESOLVED,** that each of the Evolution Merger Agreement and the Evolution Merger is hereby approved and adopted in all respects and the Corporation is hereby directed to assume all of the Evolution Subsidiary's liabilities and obligations;

**FURTHER RESOLVED,** that the Chief Executive Officer, Chief Legal Officer and Secretary and Chief Financial Officer and Treasurer of the Corporation be and he or she is hereby directed to make and execute the Evolution Merger Agreement and a certificate of ownership setting forth a copy of the resolution to merge the Evolution Subsidiary into the Corporation with the Corporation as the surviving corporation and assume the Evolution Subsidiary's liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County; and

**FURTHER RESOLVED,** that the officers of the Corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said Evolution Merger.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, said parent corporation has caused this Certificate to be signed by an authorized officer this 8th day of May, 2014.

**iROBOT CORPORATION**

By: \_\_\_\_\_

Name: Glen D. Weinstein

Title: Executive Vice President, Chief  
Legal Officer and Secretary

**Exhibit A**  
**Evolution Merger Agreement**

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is entered into as of May 8, 2014, by and between iRobot Corporation, a Delaware corporation (the "**Parent**"), and Evolution Robotics, Inc., a Delaware corporation (the "**Subsidiary**").

### RECITALS

WHEREAS, the Parent is the owner of all of the issued and outstanding capital stock of the Subsidiary; and

WHEREAS, the Parent desires, among other things, to simplify its organizational and operational structure by merging the Subsidiary with and into the Parent with the Parent as the surviving corporation.

NOW, THEREFORE, the undersigned parties to this Agreement, in consideration of the mutual covenants, agreements and provisions set forth herein, hereby agree as follows:

### AGREEMENT

1. Merger. At the Effective Time (as defined below), the Subsidiary will merge with and into the Parent (the "**Merger**") and the Parent will be merged with the Subsidiary, whereby the Parent will be the surviving corporation (the "**Surviving Corporation**"), without further action by the parties to this Agreement.

2. Treatment of Issued Securities. The issued shares of the Subsidiary's capital stock will not be converted in any manner, but each said share which is issued as of the Effective Time will be surrendered and extinguished.

3. Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of the Parent as in effect as of the Effective Time (the "**Certificate of Incorporation**"), will continue in full force in effect as the Certificate of Incorporation of the Surviving Corporation following the Merger.

4. Bylaws of the Surviving Corporation. The Bylaws of the Parent as in effect as of the Effective Time (the "**Bylaws**"), will continue in full force in effect as the Bylaws of the Surviving Corporation following the Merger.

5. Internal Revenue Code; Tax Matters. Parent and Subsidiary hereby agree and acknowledge that the upstream merger of Subsidiary into Parent will be treated as a liquidation pursuant to Sections 332, 334, and 337 of the United States Internal Revenue Code of 1986, as amended, and, immediately thereafter, Parent, as the successor in interest, will assume responsibility for all tax matters of Subsidiary.

6. Capital Stock. The authorized and issued shares of the Subsidiary's capital stock immediately prior to the Effective Time are as follows:

<u>Class</u>	<u>Authorized Shares</u>	<u>Issued Shares</u>	<u>Shares Owned by Parent</u>
Common Stock	1,000	1,000	1,000

7. Other Terms and Conditions of Merger. The terms and conditions of the Merger are as follows:

(a) The directors and officers of Parent as of the Effective Time shall be the directors and officers of the Surviving Corporation, until their respective successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and Bylaws.

(b) The Merger shall become effective as of the time the Certificate of Ownership and Merger is filed with the Secretary of State of the State of Delaware (the "**Effective Time**").

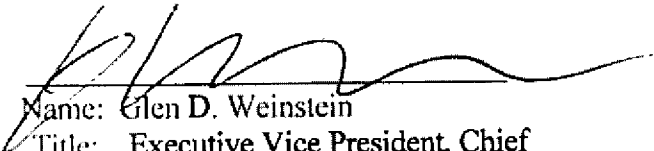
(c) At the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Subsidiary will be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Parent and the Subsidiary will be as effectively the property of the Surviving Corporation as they were of the Parent and the Subsidiary respectively. The Subsidiary hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Subsidiary acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes of this Agreement and the proper officers and directors of the Subsidiary and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Subsidiary or otherwise to take any and all such action.

*[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]*




The parties to this Agreement have caused this Agreement and Plan of Merger to be executed as of the date set forth in the preamble to this Agreement and Plan of Merger.

iROBOT CORPORATION,  
a Delaware corporation

By:   
Name: Glen D. Weinstein  
Title: Executive Vice President, Chief  
Legal Officer and Secretary

EVOLUTION ROBOTICS, INC.,  
a Delaware corporation

By:   
Name: Alison Dean  
Title: President