

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4620713

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LIGHTPAD, INC.	03/08/2017
RECEIVING PARTY DATA		
Name:	GOOGLE INC.	
Street Address:	1600 AMPHITHEATRE PARKWAY	
City:	MOUNTAIN VIEW	
State/Country:	CALIFORNIA	
Postal Code:	94043	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15465394	
CORRESPONDENCE DATA		
Fax Number:		
<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:	202-787-5521	
Email:	pto@morriskamlay.com	
Correspondent Name:	MORRIS & KAMLAY LLP	
Address Line 1:	1911 FORT MYER DR.	
Address Line 2:	SUITE 1050	
Address Line 4:	ARLINGTON, VIRGINIA 22209	
ATTORNEY DOCKET NUMBER:	030120-260310US	
NAME OF SUBMITTER:	RL BARLOW III	
SIGNATURE:	/Trey Barlow/	
DATE SIGNED:	09/29/2017	
Total Attachments: 8		
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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is executed, acknowledged and delivered by Lightpad, Inc., a Delaware company, with its principal place of business at 37 N. Greeley Street, Palatine, Illinois 60067 ("Lightpad") (each an "Assignor"), in accordance with, and pursuant to the terms and conditions of the Merger Agreement having an Effective Date of March 8, 2017 (the "Agreement") between Lightpad and Google Inc., a Delaware corporation, with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 ("Assignee").

"Listed Patents" means the provisional patent applications listed on Exhibit A.

"Patents" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Listed Patents, and/or (iv) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) national (of any country of origin) and multinational patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models; (e) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (d); and (f) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents; certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

8th day of MARCH, 2017 IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this

ASSIGNOR:

Lightpad, Inc.

By: Michael J. Lombardi

Name: Michael J. Lombardi

Title: CEO

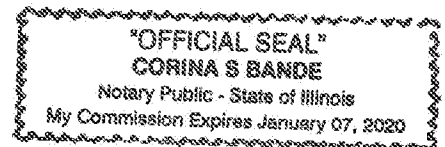
NOTARIZATION MUST BE ON THIS PAGE

Subscribed and sworn to before me this 8th day of MARCH, 2017

(Notarial Seal)

Signature: Corina S. Bande

Notary Public



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 8th day of MARCH, 2017

ASSIGNOR:

Michael J. Lombardi

By: Michael J. Lombardi

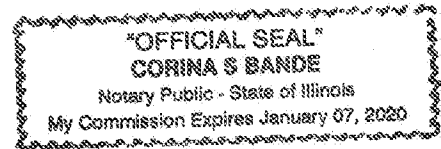
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Subscribed and sworn to before me this 8th day of MARCH, 2017

(Notarial Seal)

Signature: Corina S. Bande

Notary Public



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 8th day of MARCH, 2017.

ASSIGNOR:

Joseph L. Allore

By: Joseph L. Allore

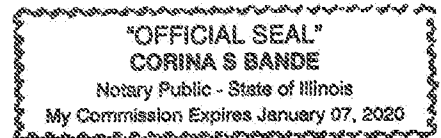
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Subscribed and sworn to before me this 8th day of March, 2017

(Notarial Seal)

Signature: Corina S. Bande

Notary Public



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 8th day of MARCH, 2017

ASSIGNOR:

Sajid Dalvi

By: [Signature]

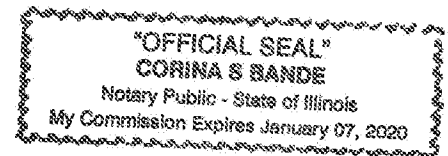
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Subscribed and sworn to before me this 8th day of MARCH, 2017.

(Notarial Seal)

Signature: [Signature]

Notary Public



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 5th day
of MARCH, 2017

ASSIGNOR:

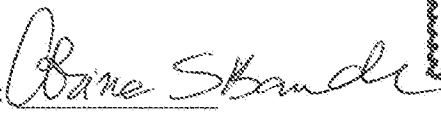
Mitchell T. Hodges

By: 

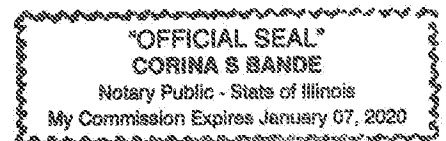
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Subscribed and sworn to before me this 5th day of MARCH, 2017

(Notarial Seal)

Signature: 

Notary Public



IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 8th day
of MARCH, 2017

ASSIGNOR:

Mitul R. Patel

By: 

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Subscribed and sworn to before me this 8th day of MARCH, 2017

(Notarial Seal)

Signature: 

Notary Public

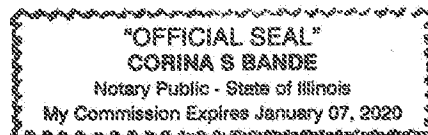


EXHIBIT A
LISTED PATENTS

Patent No.	Application No.	Country	Title
N/A	62/310,875	United States	Modular Lighting Control System
N/A	62/402,436	United States	Modular Lighting Control System