#### 504708532 12/29/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT4755254

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT			

#### **CONVEYING PARTY DATA**

Name	Execution Date
JAMES GILMORE	12/22/2017
ANDREW GREEN	12/22/2017
IAN SANDMAEL	11/15/2014
SIMEN AARSETH	11/15/2014
PAUL DANIEL	11/15/2014

#### **RECEIVING PARTY DATA**

Name:	EDGEGEAR, INC.
Street Address:	2588 EL CAMINO REAL, STE F-138
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008

## **PROPERTY NUMBERS Total: 1**

Property Type	Number				
Application Number:	29549262				

### **CORRESPONDENCE DATA**

Fax Number: (949)760-9502

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.

Phone: 9497600404

Email: efiling@knobbe.com

**Correspondent Name:** KNOBBE MARTENS OLSON & BEAR LLP

Address Line 1: 2040 MAIN STREET

Address Line 2: 14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614

NAME OF SUBMITTER:PETER J. LAWSIGNATURE:/PETER J. LAW/DATE SIGNED:12/29/2017	ATTORNEY DOCKET NUMBER:	EGEAR.002DA2
	NAME OF SUBMITTER:	PETER J. LAW
<b>DATE SIGNED:</b> 12/29/2017	SIGNATURE:	/PETER J. LAW/
	DATE SIGNED:	12/29/2017

**Total Attachments: 7** 

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# **ASSIGNMENT**

WHEREAS, James Gilmore, residing at Carlsbad, CA, and Andrew Green, residing at Oslo, NO, (individuals hereinafter "ASSIGNOR"), invented certain new and useful improvements, technology, inventions, developments, ideas, ornamental design or discoveries related to ON-HAND ATTACHMENT BAND (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing (identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, EdgeGear, Inc., a California Corporation, having an address at 2588 El Camino Real, Ste F-138, Carlsbad, CA 92008 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

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Legal Name of inventor: James Gilmore

Signature: /

Date: 22 Dec 2017

**Signature before a Notary is desirable but not required.** When signed in presence of a Notary, please attach the appropriate notarial documentation.

Application No.: 29/549262 Filing Date: December 21, 2015	Docket Number: EGEAR.002DA2 Page 3 of 3
Legal Name of inventor: Andrew Green	
Asiws 6K	
Inventor Signature: /k	/ Date: 22 Dec 2017
Witnessed by: _	
Witness Name (printed): _	

27201225

Date 26.10.14

Client Sweet Spot

Project R&D of the Sweet Spot project

### Project objectives:

Based on the concept direction discussed in previous meetings, Work would like to present the following estimate. Due to the amount of "unknowns" present, the initial brief and this offer is subject to change throughout the project and may affect the overall cost.

As per now, this project will consist of a research phase, followed by a concept development phase leading up to a preproduction phase. Within the above mentioned phases there will be produced prototypes based on user research with a preliminary conclusion of findings. Such findings will then later result in a 2nd prototype accompanied by renderings and reviews in CAD.

#### Offered estimate:

#### Research phase:

8 days

- Adjust dummy: RP Apple Watch, mounted on exitsting proto
- User research: Test dummy on runner, cyclist, oc skier, cross fit?
- Point of view: Summary of findings, opportunities and challenges

#### Concept Development

19 days

- Product concept dev: Hands on prototyping, material research and tests
- CAD development: 3D model of molded, stamped or machined parts
- 3d scan of hand geometry?
- CAD Apple Watch: For rendering and tests
- Physical prototypes: 3d printing and/or lasercutting, tests, reviews in CAD
- Rendering: Incl photoshopping. Presentation quality
- Pre sourcing: Drawings, specifications

## Pre Production Phase

3 days

Sourcing, technical crapd, minor reviews in CAD. (Estimate per 1 supplier)

#### Client meetings and correspondance

3 days

### Total of 33 days á 8 hours ≈ 264 hrs

33 days

Creative Director (50 hours)

Designer/Engineer (200 hours)

Project Manager (14 hours)

Approx. Total

#### Rates, Specifications

Work offers a wide array of design disciplines. This offer is based on the following:

Creative Director(Partner): 1500,- NOK per hour

Designer: 1200,- NOK per hour Project Mananger: 950,- NOK per hour

> PATENT REEL: 044506 FRAME: 0689

WORK

#### Terms and conditions

#### 1. Timeframe

The timeframe listed in this offer is based on the initial briefing received and is dependent upon such briefing. Should this change significantly the timeframe will be subject to change accordingly.

#### 2. Resources allocated:

Work is committed to have resources allocated the project within the timeframe listed. In the event of unforeseeable changes within the resources available at Work, Work is to inform the client immediately, in addition to present a possible solutions to such changes. Should any of the resources listed in this offer, become unable to full fill ones role due to sickness, accidents or termination. Work will not be held economically liable og responsible for delays. Work will however stand liable to present an alternative solution to such an event.

Work offers its resources to preform given tasks within the timeframe listed. The client cannot under any circumstances offer any of the involved resources new projects other than the one currently operational. Further, the client cannot offer any of the resources involved permanent employment for at least 6 months after project completion. Should the client still wish to do so, it is required that Work is informed of such and will be subject to compensation for up to 6 months pay.

#### 3. Invoice and payment details

Upon signed approval of the project offer and prior to project start, Work will invoice one third of the listed offer total. The remaining two thirds will then be invoiced according to project progress.

Invoices are sent between the 15th - 20th each month and are presented to the main point of contact. It is the responsibility of the contact to oversee the internal handling of such according to payment terms listed.

### 4. Expenses and costs

Any expenses related to the project will be forwarded without extras to the client. This is mainly related to travel expenses, ordering prototypes and various other expenses that might be necessary in order to complete the project

#### 5. Ownership and copyrights

Ownership and copyrights to content produced, which has been paid for in full, belongs to the client. Work however reserves the right to use such work for marketing purposes, unless otherwise agreed upon prior to project completion.

Should the client refuse to pay for content produced, ownership and copyrights will automatically remain the property of Work As.

### 6. Breach of contract / Project termination

Should the project come to a planned stop or breach of contract prior to the timeframe listed in the offer, both parties have 3 months notice period. In the event of an immediate stop in the project caused by the client, the client is responsible for paying outstanding 3 months based on the time and cost estimated listed in this offer.

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> PATENT REEL: 044506 FRAME: 0692

**RECORDED: 12/29/2017**