

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4888670

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CONFIRMATORY ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MISFIT, INC.	12/15/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FOSSIL GROUP, INC.
<b>Street Address:</b>	901 S. CENTRAL EXPRESSWAY
<b>City:</b>	RICHARDSON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75080
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29590700
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	2028427800
<b>Email:</b>	jbegley@cooley.com
<b>Correspondent Name:</b>	COOLEY LLP
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVENUE NW
<b>Address Line 2:</b>	PATENT GROUP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400
<b>ATTORNEY DOCKET NUMBER:</b>	MISF-001/08US 316703-2206
<b>NAME OF SUBMITTER:</b>	NISHA SOMNATH
<b>SIGNATURE:</b>	/Nisha Somnath/
<b>DATE SIGNED:</b>	03/28/2018
<b>Total Attachments: 25</b>	
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**ASSIGNMENT OF PATENT RIGHTS**  
**(Company to Company)**

Misfit, Inc. a corporation having its principal place of business at 839 Mitten Road, Suite 100, Burlingame, CA 94010 (herein referred to as "Assignor") hereby acknowledges that it owns the entire right, title and interest in any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") set forth below, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

Patent Application(s)

Application Serial No.: **SEE APPENDIX A**      File Date: **SEE APPENDIX A**

Title: **SEE APPENDIX A**

WHEREAS, the Assignor and **FOSSIL GROUP, INC.**, a corporation having its principal place of business at 901 S. Central Expressway, Richardson, TX 75080 (herein referred to as "Assignee"), entered into a Conveyance Agreement dated April 3, 2016, attached herewith as **APPENDIX B**, the terms and conditions of which include, but are not limited to, an assignment of the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration in accordance with the terms and conditions set forth in the Conveyance Agreement of **APPENDIX B**, the receipt of which is hereby acknowledged, 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 entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same 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, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, other than the Assignee, the Assignor is the sole lawful owner of the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, is lawful and desirable, sign all reasonable papers and documents, take all lawful oaths, and do all reasonable acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), at the reasonable cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 12-15-16

By: [Signature]  
Name: Randy S. Hyne  
Title: Secretary  
Company: Misfit, Inc.

State of Texas )  
 County of Dallas ) ss.

On December 15<sup>th</sup>, 2016, before me, Elizabeth Ghaemmaghani  
 Notary Public, personally appeared Randy S. Hyne,  
 personally known to me or proved to me on the basis of satisfactory evidence, to be the  
 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
 me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
 by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
 which the person(s) acted, executed the instrument.

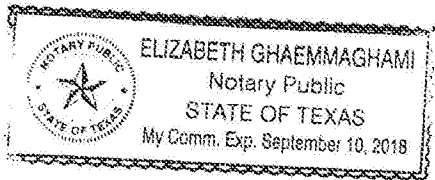
REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under  
 PENALTY OF PERJURY under the laws of the State of California that the foregoing  
 paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth Ghaemmaghani  
 Signature of Notary Public

Place Notary Seal Above

My Commission Expires: September 10<sup>th</sup>, 2018



Date: December 16, 2016

By: [Signature]  
Name: John White  
Title: Chief Operating Officer  
Company: FOSSIL GROUP, INC.

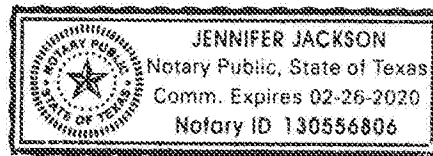
State of Texas )  
County of Dallas ) ss.

On December 16, 2016 before me, Jennifer Jackson  
Notary Public, personally appeared John White,  
personally known to me or proved to me on the basis of satisfactory evidence, to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

REQUIRED SENTENCE IF NOTARIZED IN CALIFORNIA: I certify under  
PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



Place Notary Seal Above

My Commission Expires: 02-26-2020

APPENDIX A

Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2005	MISF-001/00CN	ACTIVITY MONITORING DEVICE	201430017231.4	1/22/2014	ZL201430017231.4	11/5/2014	Registered	China
316703-2006	MISF-001/00EM	ACTIVITY MONITORING DEVICE	001400790-0001	1/21/2014	001400790-0001	1/21/2014	Registered	European Union Intellectual Property Office
316703-2001	MISF-001/00US	ACTIVITY MONITORING DEVICE	29/461.314	7/22/2013	D717.674	11/18/2014	Registered	United States of America
316703-2008	MISF-001/01EM	ACTIVITY MONITORING DEVICE	001400790-0002	1/21/2014	001400790-0002	1/21/2014	Registered	European Union Intellectual Property Office
316703-2014	MISF-001/01US	ACTIVITY MONITORING DEVICE	29/504.667	10/8/2014	D739.776	9/29/2015	Registered	United States of America
316703-2010	MISF-001/02EM	ACTIVITY MONITORING DEVICE	001400790-0003	1/21/2014	001400790-0003	1/21/2014	Registered	European Union Intellectual Property Office
316703-2015	MISF-001/02US	ACTIVITY MONITORING DEVICE	29/504.670	10/8/2014	D739.284	9/22/2015	Registered	United States of America
316703-2009	MISF-001/03EM	ACTIVITY MONITORING DEVICE	001400790-0004	1/21/2014	001400790-0004	1/21/2014	Registered	European Union Intellectual Property Office
316703-2016	MISF-001/03US	ACTIVITY MONITORING DEVICE	29/504.665	10/6/2014	D739.775	9/29/2015	Registered	United States of America
316703-2013	MISF-001/04EM	ACTIVITY MONITORING DEVICE	001400790-0005	1/21/2014	001400790-0005	1/21/2014	Registered	European Union Intellectual Property Office
316703-2017	MISF-001/04US	ACTIVITY MONITORING DEVICE	29/504.714	10/8/2014	D739.777	9/29/2015	Registered	United States of America
316703-2011	MISF-001/05EM	ACTIVITY MONITORING DEVICE	001400790-0006	1/21/2014	001400790-0006	1/21/2014	Registered	European Union Intellectual Property Office
316703-2025	MISF-001/05US	ACTIVITY MONITORING DEVICE	29/517.443	2/12/2015	D739.778	9/29/2015	Registered	United States of America
316703-2012	MISF-001/06EM	ACTIVITY MONITORING DEVICE	001400790-0007	1/21/2014	001400790-0007	1/21/2014	Registered	European Union Intellectual Property Office
316703-2024	MISF-001/06US	ACTIVITY MONITORING DEVICE	29/517.446	2/12/2015	D740.706	10/13/2015	Registered	United States of America

APPENDIX A (cont'd)

Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2056	MISF-001/07US	ACTIVITY MONITORING DEVICE	29/538,738	9/8/2015			Allowed	United States of America
316703-2002	MISF-002/00US	SYSTEMS AND METHODS FOR DATA TRANSFER	61/937,254	6/20/2013			Expired	United States of America
316703-2069	MISF-002/01CN	SYSTEMS AND METHODS FOR DATA TRANSFER	201480034768.9	6/19/2014			Exam Requested	China
316703-2070	MISF-002/01EP	SYSTEMS AND METHODS FOR DATA TRANSFER	14813941.3	6/19/2014			Published	European Patent Office
316703-2178	MISF-002/01HK	SYSTEMS AND METHODS FOR DATA TRANSFER	16108339.5	6/19/2014			Application Filed	Hong Kong
316703-2071	MISF-002/01KR	SYSTEMS AND METHODS FOR DATA TRANSFER	10-2016-7001211	6/19/2014			Application Filed	Republic of Korea
316703-2003	MISF-002/01US	SYSTEMS AND METHODS FOR DATA TRANSFER	14/309,195	6/19/2014			Allowed	United States of America
316703-2007	MISF-002/01WO	SYSTEMS AND METHODS FOR DATA TRANSFER	PCT/US2014/043161	6/19/2014			Expired/PCT Period Over	Patent Cooperation Treaty
316703-2004	MISF-003/00US	METHODS AND SYSTEMS FOR DISPLAYING REPRESENTATIONS OF FACIAL EXPRESSIONS AND ACTIVITY INDICATORS ON DEVICES	61/857,016	7/22/2013			Expired	United States of America
316703-2084	MISF-003/01CN	METHODS AND SYSTEMS FOR DISPLAYING REPRESENTATIONS OF FACIAL EXPRESSIONS AND ACTIVITY INDICATORS ON DEVICES	201480049497.2	7/21/2014			Exam Requested	China

PATENT

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APPENDIX A (cont'd)

Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2085	MISF-003/01EP	METHODS AND SYSTEMS FOR DISPLAYING REPRESENTATIONS OF FACIAL EXPRESSIONS AND ACTIVITY INDICATORS ON DEVICES	14830210.2	7/21/2014			Published	European Patent Office
316703-2200	MISF-003/01HK	METHODS AND SYSTEMS FOR DISPLAYING REPRESENTATIONS OF FACIAL EXPRESSIONS AND ACTIVITY INDICATORS ON DEVICES	16112282.4	7/21/2014			Application Filed	Hong Kong
316703-2080	MISF-003/01US	METHODS AND SYSTEMS FOR DISPLAYING REPRESENTATIONS OF FACIAL EXPRESSIONS AND ACTIVITY INDICATORS ON DEVICES	14/336,064	7/21/2014	9,474,956	10/25/2016	Registered	United States of America
316703-2081	MISF-003/01WO	METHODS AND SYSTEMS FOR DISPLAYING REPRESENTATIONS OF FACIAL EXPRESSIONS AND ACTIVITY INDICATORS ON DEVICES	PCT/US2014/047367	7/21/2014			Expired/PCT Period Over	Patent Cooperation Treaty
316703-2187	MISF-003/02US	METHODS AND SYSTEMS FOR DISPLAYING REPRESENTATIONS OF FACIAL EXPRESSIONS AND ACTIVITY INDICATORS ON DEVICES	15/272,020	9/21/2016			Application Filed	United States of America
316703-2018	MISF-004/00US	SYSTEMS, DEVICES, AND METHODS FOR DYNAMIC CONTROL	62/063,137	10/13/2014			Expired	United States of America

APPENDIX A (cont'd)

Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2067	MISF-004/01US	SYSTEMS, DEVICES, AND METHODS FOR DYNAMIC CONTROL	14881.677	10/13/2015			Published	United States of America
316703-2068	MISF-004/01WO	SYSTEMS, DEVICES, AND METHODS FOR DYNAMIC CONTROL	PCT/US2015/055250	10/13/2015			Published	Patent Cooperation Treaty
316703-2026	MISF-005/00AU	ACTIVITY MONITORING DEVICE	201513044	6/16/2015	364502	10/1/2015	Registered	Australia
316703-2027	MISF-005/00BR	ACTIVITY MONITORING DEVICE	3020150027878	6/16/2015			Response Filed	Brazil
316703-2028	MISF-005/00CA	ACTIVITY MONITORING DEVICE	162988	6/16/2015	162988	5/24/2016	Registered	Canada
316703-2029	MISF-005/00CN	ACTIVITY MONITORING DEVICE	201530197563.X	6/16/2015	ZL201530197563.X	3/2/2016	Registered	China
316703-2030	MISF-005/00EM	ACTIVITY MONITORING DEVICE	002719526-0001	6/16/2015	002719526-0001	6/16/2015	Registered	European Union Intellectual Property Office
316703-2031	MISF-005/00HK	ACTIVITY MONITORING DEVICE	1501286.3M	6/16/2015	1501286.3M001	6/16/2015	Registered	Hong Kong
316703-2032	MISF-005/00IN	ACTIVITY MONITORING DEVICE	272770	6/16/2015	272770	4/11/2016	Registered	India
316703-2033	MISF-005/00KR	ACTIVITY MONITORING DEVICE	30-2015-30258-M001	6/16/2015	30-837087-1	1/22/2016	Registered	Republic of Korea
316703-2019	MISF-005/00US	ACTIVITY MONITORING DEVICE	29/512.056	12/16/2014	D743.819	11/24/2015	Registered	United States of America
316703-2050	MISF-005/01AU	ACTIVITY MONITORING DEVICE	01514340	6/16/2015	364000	9/15/2015	Registered	Australia
316703-2068	MISF-005/01CA	ACTIVITY MONITORING DEVICE	167355	6/16/2015	167355	5/24/2016	Registered	Canada
316703-2072	MISF-005/01HK	ACTIVITY MONITORING DEVICE	1501286.3M	6/16/2015	1501286.3M002	6/16/2015	Registered	Hong Kong
316703-2074	MISF-005/01KR	ACTIVITY MONITORING DEVICE	30-2015-30258-M002	6/16/2015	30-837087-2	1/22/2016	Registered	Republic of Korea

APPENDIX A (cont'd)

Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2066	MISF-005/01US	ACTIVITY MONITORING DEVICE	29/542,007	10/9/2015	D770,314	11/1/2016	Registered	United States of America
316703-2051	MISF-005/02AU	ACTIVITY MONITORING DEVICE	201514341	6/16/2015	363999	9/15/2015	Registered	Australia
316703-2089	MISF-005/02CA	ACTIVITY MONITORING DEVICE	167356	6/16/2015	167356	5/24/2016	Registered	Canada
316703-2073	MISF-005/02HK	ACTIVITY MONITORING DEVICE	1501286.3M	6/16/2015	1501286.3M003	6/16/2015	Registered	Hong Kong
316703-2075	MISF-005/02KR	ACTIVITY MONITORING DEVICE	30-2015-30258-M003	6/16/2015	30-837087-3	1/22/2016	Registered	Republic of Korea
316703-2064	MISF-005/02US	ACTIVITY MONITORING DEVICE	29/542,008	10/9/2015	D761,676	7/19/2016	Registered	United States of America
316703-2065	MISF-005/03US	ACTIVITY MONITORING DEVICE	29/542,010	10/9/2015	D761,139	7/12/2016	Registered	United States of America
316703-2136	MISF-005/04US	ACTIVITY MONITORING DEVICE	29/578,490	9/22/2016			Application Filed	United States of America
316703-2137	MISF-005/05US	ACTIVITY MONITORING DEVICE	29/578,493	9/22/2016			Application Filed	United States of America
316703-2020	MISF-006/00US	APPARATUSES, METHODS, AND SYSTEMS FOR MEASURING FLUID PRESSURE VARIATION IN AN INSOLE	62/138,215	3/25/2015			Expired	United States of America
316703-2086	MISF-006/01US	APPARATUSES, DEVICES, AND METHODS FOR MEASURING FLUID PRESSURE VARIATION IN AN INSOLE	15/081,096	3/25/2016			Published	United States of America
316703-2087	MISF-006/01WO	APPARATUSES, DEVICES, AND METHODS FOR MEASURING FLUID PRESSURE VARIATION IN AN INSOLE	PCT/US2016/024144	3/25/2016			Published	Patent Cooperation Treaty

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Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2021	MISF-00700US	APPARATUSES, METHODS, AND SYSTEMS FOR MEASURING INSOLE DEFORMATION	62/180,428	6/16/2015			Expired	United States of America
316703-2098	MISF-00701US	APPARATUSES, METHODS, AND SYSTEMS FOR MEASURING INSOLE DEFORMATION	15/184,047	6/16/2016			Application Filed	United States of America
316703-2099	MISF-00701WO	DEFORMATION APPARATUSES, DEVICES, AND METHODS FOR MEASURING INSOLE DEFORMATION	PCT/US2016/037795	6/16/2016			Application Filed	Patent Cooperation Treaty
316703-2034	MISF-01000AU	LIGHT BULB	201513287	6/30/2015	363882	8/27/2015	Registered	Australia
316703-2035	MISF-01000CA	LIGHT BULB	163249	6/30/2015	163249	4/15/2016	Registered	Canada
316703-2037	MISF-01000CN	LIGHT BULB	201530231243.1	7/2/2015	ZL201530231243.1	6/3/2016	Registered	China
316703-2036	MISF-01000EM	LIGHT BULB	002729533-0001	7/1/2015	002729533-0001	7/1/2015	Registered	European Union Intellectual Property Office
316703-2040	MISF-01000HK	LIGHT BULB	1501411.9M001	7/2/2015	1501411.9M001	7/2/2015	Registered	Hong Kong
316703-2039	MISF-01000IN	LIGHT BULB	273281	7/1/2015	273281	9/7/2016	Registered	India
316703-2038	MISF-01000KR	LED LIGHT BULB	30-2015-33345-M001	7/1/2015	30-348594-1	4/1/2016	Registered	Republic of Korea
316703-2023	MISF-01000US	LIGHT BULB	29/513,576	1/2/2015			Application Filed	United States of America
316703-2052	MISF-01001AU	LIGHT BULB	14327/2015	6/30/2015	364311	9/22/2015	Registered	Australia
316703-2118	MISF-01001CA	LIGHT BULB	167799	6/30/2015	167799	4/15/2016	Registered	Canada
316703-2042	MISF-01001EM	LIGHT BULB	002729533-0002	7/1/2015	002729533-0002	7/1/2015	Registered	European Union Intellectual Property Office
316703-2076	MISF-01001HK	LIGHT BULB	1501411.9M002	7/2/2015	1501411.9M002	7/2/2015	Registered	Hong Kong
316703-2041	MISF-01001IN	LIGHT BULB	273282	7/1/2015	273282	9/26/2016	Registered	India
316703-2046	MISF-01001KR	LED LIGHT BULB	30-2015-33345-M002	7/1/2015	30-348594-2	4/1/2016	Registered	Republic of Korea
316703-2053	MISF-01002AU	LIGHT BULB	201514332	6/30/2015	364011	9/9/2015	Registered	Australia

APPENDIX A (cont'd)

Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2119	MISF-010/02CA	LIGHT BULB	167796	6/30/2015	167796	4/15/2016	Registered	Canada
316703-2043	MISF-010/02EM	LIGHT BULB	002729533-0003	7/1/2015	002729533-0003	7/1/2015	Registered	European Union Intellectual Property Office
316703-2077	MISF-010/02HK	LIGHT BULB	1501411.9M003	7/2/2015	1501411.9M003	7/2/2015	Registered	Hong Kong
316703-2047	MISF-010/02KR	LED LIGHT BULB	30-2015-33345-M003	7/1/2015	30-848594-3	4/1/2016	Registered	Republic of Korea
316703-2054	MISF-010/03AU	LIGHT BULB	364012	6/30/2015	364012	9/10/2015	Registered	Australia
316703-2120	MISF-010/03CA	LIGHT BULB	167797	6/30/2015	167797	4/15/2016	Registered	Canada
316703-2044	MISF-010/03EM	LIGHT BULB	002729533-0004	7/1/2015	002729533-0004	7/1/2015	Registered	European Union Intellectual Property Office
316703-2078	MISF-010/03HK	LIGHT BULB	1501411.9M004	7/2/2015	1501411.9M004	7/2/2015	Registered	Hong Kong
316703-2048	MISF-010/03KR	LED LIGHT BULB	30-2015-33345-M004	7/1/2015	30-848594-4	4/1/2016	Registered	Republic of Korea
316703-2055	MISF-010/04AU	LIGHT BULB	201514335	6/30/2015	364013	9/9/2015	Registered	Australia
316703-2121	MISF-010/04CA	LIGHT BULB	167798	6/30/2015	167798	4/15/2016	Registered	Canada
316703-2045	MISF-010/04EM	LIGHT BULB	002729533-0005	7/1/2015	002729533-0005	7/1/2015	Registered	European Union Intellectual Property Office
316703-2079	MISF-010/04HK	LIGHT BULB	1501411.9M005	7/2/2015	1501411.9M005	7/2/2015	Registered	Hong Kong
316703-2049	MISF-010/04KR	LED LIGHT BULB	30-2015-33345-M005	7/1/2015	30-848594-5	4/1/2016	Registered	Republic of Korea
316703-2090	MISF-011/05AU	ACTIVITY MONITORING DEVICE	201611763	3/30/2016	201611763	5/26/2016	Registered	Australia
316703-2091	MISF-011/05BR	ACTIVITY MONITORING DEVICE	BR 30 2016 001238	3/30/2016			Application Filed	Brazil
316703-2092	MISF-011/05CA	ACTIVITY MONITORING DEVICE	167772	3/29/2016			Response Filed	Canada
316703-2093	MISF-011/05CN	ACTIVITY MONITORING DEVICE	20163009791.8	3/30/2016	ZL20163009791.8	9/7/2016	Registered	China
316703-2094	MISF-011/05EM	ACTIVITY MONITORING DEVICE	003047406-0001	3/30/2016	003047406-0001	3/30/2016	Registered	European Union Intellectual Property Office
316703-2095	MISF-011/05HK	ACTIVITY MONITORING DEVICE	1600566.8M001	3/30/2016	1600566.8M001	3/30/2016	Registered	Hong Kong

PATENT

REEL: 045759 FRAME: 0808

APPENDIX A (cont'd)

Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2096	MISF-011/00IN	ACTIVITY MONITORING DEVICE	261954	3/30/2016			Response Filed	India
316703-2097	MISF-011/00KR	ACTIVITY MONITORING DEVICE	30-2016-14850	3/30/2016			Office Action Issued	Republic of Korea
316703-2057	MISF-011/00US	ACTIVITY MONITORING DEVICE	29/541,086	9/30/2015			Application Filed	United States of America
316703-2113	MISF-011/01AU	ACTIVITY MONITORING DEVICE	201611774	4/1/2016	201611774	4/11/2016	Registered	Australia
316703-2142	MISF-011/01CA	ACTIVITY MONITORING DEVICE	169916	3/29/2016	169916	11/1/2016	Registered	Canada
316703-2122	MISF-011/01EM	ACTIVITY MONITORING DEVICE	003047406-0002	3/30/2016	003047406-0002	3/30/2016	Registered	European Union Intellectual Property Office
316703-2182	MISF-011/01HK	ACTIVITY MONITORING DEVICE	1600566.8M002	3/30/2016	1600566.8M002	3/30/2016	Registered	Hong Kong
316703-2107	MISF-011/01KR	ACTIVITY MONITORING DEVICE	30-2016-14851	3/30/2016			Office Action Issued	Republic of Korea
316703-2114	MISF-011/02AU	ACTIVITY MONITORING DEVICE	201611775	3/30/2016	201611775	4/11/2016	Registered	Australia
316703-2138	MISF-011/02CA	ACTIVITY MONITORING DEVICE	169915	3/29/2016	169915	11/1/2016	Registered	Canada
316703-2123	MISF-011/02EM	ACTIVITY MONITORING DEVICE	003047406-0003	3/30/2016	003047406-0003	3/30/2016	Registered	European Union Intellectual Property Office
316703-2183	MISF-011/02HK	ACTIVITY MONITORING DEVICE	1600566.8M003	3/30/2016	1600566.8M003	3/30/2016	Registered	Hong Kong
316703-2108	MISF-011/02KR	ACTIVITY MONITORING DEVICE	30-2016-14853	3/30/2016			Office Action Issued	Republic of Korea
316703-2115	MISF-011/03AU	ACTIVITY MONITORING DEVICE	201611776	3/30/2016	201611776	4/11/2016	Registered	Australia
316703-2139	MISF-011/03CA	ACTIVITY MONITORING DEVICE	169914	3/29/2016	169914	11/1/2016	Registered	Canada
316703-2124	MISF-011/03EM	ACTIVITY MONITORING DEVICE	003047406-0004	3/30/2016	003047406-0004	3/30/2016	Registered	European Union Intellectual Property Office

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Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2184	MISF-011/03HK	ACTIVITY MONITORING DEVICE	1600566.8M004	3/30/2016	1600566.8M004	3/30/2016	Registered	Hong Kong
316703-2109	MISF-011/03KR	ACTIVITY MONITORING DEVICE	30-2016-14854	3/30/2016			Office Action Issued	Republic of Korea
316703-2116	MISF-011/04AU	ACTIVITY MONITORING DEVICE	201611777	3/30/2016	201611777	4/11/2016	Office Action Issued	Australia
316703-2140	MISF-011/04CA	ACTIVITY MONITORING DEVICE	169913	3/29/2016	169913	11/1/2016	Registered	Canada
316703-2125	MISF-011/04EM	ACTIVITY MONITORING DEVICE	003047406-0005	3/30/2016	003047406-0005	3/30/2016	Registered	European Union Intellectual Property Office
316703-2185	MISF-011/04HK	ACTIVITY MONITORING DEVICE	1600566.8M005	3/30/2016	1600566.8M005	3/30/2016	Registered	Hong Kong
316703-2110	MISF-011/04KR	ACTIVITY MONITORING DEVICE	30-2016-14855	3/30/2016			Office Action Issued	Republic of Korea
316703-2117	MISF-011/05AU	ACTIVITY MONITORING DEVICE	201611773	3/30/2016	201611773	4/11/2016	Registered	Australia
316703-2141	MISF-011/05CA	ACTIVITY MONITORING DEVICE	169912	3/29/2016	169912	11/1/2016	Registered	Canada
316703-2126	MISF-011/05EM	ACTIVITY MONITORING DEVICE	003047406-0006	3/30/2016	003047406-0006	3/30/2016	Registered	European Union Intellectual Property Office
316703-2186	MISF-011/05HK	ACTIVITY MONITORING DEVICE	1600566.8M006	3/30/2016	1600566.8M006	3/30/2016	Registered	Hong Kong
316703-2111	MISF-011/05KR	ACTIVITY MONITORING DEVICE	30-2016-14856	9/30/2015			Office Action Issued	Republic of Korea
316703-2199	MISF-011/05AU	ACTIVITY MONITORING DEVICE	201615809	10/14/2016	201615809	11/15/2016	Registered	Australia
316703-2100	MISF-012/00CN	CLASP	20163009363.5	3/30/2016	ZL20163009363.5	8/3/2016	Registered	China
316703-2101	MISF-012/00EM	CLASP	003048560-0001	3/30/2016	003048560-0001	3/30/2016	Registered	European Union Intellectual Property Office
316703-2058	MISF-012/00US	CLASP	29/541.088	9/30/2015			Application Filed	United States of America
316703-2127	MISF-012/01EM	CLASP	003048560-0002	3/30/2016	003048560-0002	3/30/2016	Registered	European Union Intellectual Property Office

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Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2128	MISF-012/02EM	CLASP	003048560-0003	3/30/2016	003048560-0003	3/30/2016	Registered	European Union Intellectual Property Office
316703-2129	MISF-012/03EM	CLASP	003048560-0004	3/30/2016	003048560-0004	3/30/2016	Registered	European Union Intellectual Property Office
316703-2130	MISF-012/04EM	CLASP	003048560-0005	3/30/2016	003048560-0005	3/30/2016	Registered	European Union Intellectual Property Office
316703-2131	MISF-012/05EM	CLASP	003048560-0006	3/30/2016	003048560-0006	3/30/2016	Registered	European Union Intellectual Property Office
316703-2132	MISF-012/06EM	CLASP	003048560-0007	3/30/2016	003048560-0007	3/30/2016	Registered	European Union Intellectual Property Office
316703-2112	MISF-013/00EM	WRIST BAND	003048669-0001	3/30/2016	003048669-0001	3/30/2016	Registered	European Union Intellectual Property Office
316703-2059	MISF-013/00US	WRIST BAND	29/541,090	9/30/2015			Application Filed	United States of America
316703-2179	MISF-013/01EM	WRIST BAND	003048669-002	3/30/2016	003048669-002	3/30/2016	Registered	European Union Intellectual Property Office
316703-2180	MISF-013/02EM	WRIST BAND	003048669-0003	3/30/2016	003048669-0003	3/30/2016	Registered	European Union Intellectual Property Office
316703-2181	MISF-013/03EM	WRIST BAND	003048669-0004	3/30/2016	003048669-0004	3/30/2016	Registered	European Union Intellectual Property Office
316703-2060	MISF-014/00US	SYSTEMS, DEVICES AND METHODS OF USING A CONDUCTIVE CASING FOR A BATTERY CONTACT	62/235,467	9/30/2015			Expired	United States of America
316703-2195	MISF-014/01US	SYSTEMS, DEVICES AND METHODS OF USING A CONDUCTIVE HOUSING FOR A BATTERY CONTACT	15/280,210	9/29/2016			Application Filed	United States of America
316703-2188	MISF-014/01WO	SYSTEMS, DEVICES AND METHODS OF USING A CONDUCTIVE HOUSING FOR A BATTERY CONTACT	PCT/US2016/054394	9/29/2016			Application Filed	Patent Cooperation Treaty
316703-2061	MISF-015/00US	METHODS AND APPARATUS FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE CENTRAL DEVICES	62/235,526	9/30/2015			Expired	United States of America



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Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2196	MISF-015/01US	METHODS AND APPARATUSES FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE CENTRAL DEVICES, SYSTEMS, DEVICES, AND METHODS FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATION DEVICES, SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE CASING	15/281,501	9/30/2016			Application Filed	United States of America
316703-2191	MISF-015/01WO	METHODS AND APPARATUSES FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATION DEVICES, SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE CASING	PCT/US2016/054686	9/30/2016			Application Filed	Patent Cooperation Treaty
316703-2062	MISF-016/00US	METHODS AND APPARATUSES FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATION DEVICES, SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE CASING	62/235,469	9/30/2015			Expired	United States of America
316703-2197	MISF-016/01US	METHODS AND APPARATUSES FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATION DEVICES, SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE HOUSING	15/281,499	9/30/2016			Application Filed	United States of America
316703-2189	MISF-016/01WO	METHODS AND APPARATUSES FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATION DEVICES, SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE HOUSING	PCT/US2016/054632	9/30/2016			Application Filed	Patent Cooperation Treaty
316703-2063	MISF-017/00US	METHODS AND APPARATUSES FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATION DEVICES, SYSTEMS, DEVICES, AND METHODS OF DETECTION OF USER INPUT	62/235,472	9/30/2015			Expired	United States of America
316703-2198	MISF-017/01US	METHODS AND APPARATUSES FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATION DEVICES, SYSTEMS, DEVICES, AND METHODS OF DETECTION OF USER INPUT	15/281,674	9/30/2016			Application Filed	United States of America

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Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2190	MISF-017/01WO	SYSTEMS, DEVICES AND METHODS OF DETECTION OF USER INPUT	PC7/US2016/054745	9/30/2016			Application Filed	Patent Cooperation Treaty
316703-2143	MISF-018/00AU	FITNESS MONITOR	201613501	7/1/2016	201613501	7/22/2016	Registered	Australia
316703-2144	MISF-018/00BR	FITNESS MONITOR	302016028567	7/4/2016			Application Filed	Brazil
316703-2145	MISF-018/00CA	FITNESS MONITOR	159271	7/4/2016			Response Filed	Canada
316703-2146	MISF-018/00CN	FITNESS MONITOR	201630303656.5	7/4/2016			Allowed	China
316703-2147	MISF-018/00EM	FITNESS MONITOR	003260892-0001	7/1/2016			Response Filed	European Union Intellectual Property Office
316703-2148	MISF-018/00HK	FITNESS MONITOR	1601258.5M	7/4/2016			Application Filed	Hong Kong
316703-2149	MISF-018/00IN	FITNESS MONITOR	264895	7/2/2016			Office Action Issued	India
316703-2150	MISF-018/00JP	FITNESS MONITOR	2016-014236	7/4/2016			Application Filed	Japan
316703-2151	MISF-018/00KR	FITNESS MONITOR	30-2016-32570 M001	7/4/2016			Application Filed	Republic of Korea
316703-2152	MISF-018/00US	FITNESS MONITOR	29/550.472	1/4/2016			Application Filed	United States of America
316703-2153	MISF-018/01AU	FITNESS MONITOR	201614534	7/1/2016	201614534	9/21/2016	Registered	Australia
316703-2158	MISF-018/01CA	FITNESS MONITOR	Not Yet Assigned	7/4/2016			Application Filed	Canada
316703-2163	MISF-018/01EM	FITNESS MONITOR	003260892-0002	7/1/2016			Application Filed	European Union Intellectual Property Office
316703-2168	MISF-018/01JP	FITNESS MONITOR		7/4/2016			Pending DIV of - 018/00JP	Japan
316703-2173	MISF-018/01KR	FITNESS MONITOR	30-2016-32570 M002	7/4/2016			Application Filed	Republic of Korea
316703-2154	MISF-018/02AU	FITNESS MONITOR	201614535	7/1/2016	201614535	8/22/2016	Registered	Australia
316703-2159	MISF-018/03CA	FITNESS MONITOR		7/4/2016			Application Filed	Canada
316703-2164	MISF-018/02EM	FITNESS MONITOR	003260892-0003	7/1/2016			Application Filed	European Union Intellectual Property Office
316703-2169	MISF-018/02JP	FITNESS MONITOR		7/4/2016			Pending DIV of - 018/00JP	Japan
316703-2174	MISF-018/02KR	FITNESS MONITOR	30-2016-32570 M003	7/4/2016			Application Filed	Republic of Korea
316703-2155	MISF-018/03AU	FITNESS MONITOR	201614536	7/1/2016	201614536	9/22/2016	Registered	Australia
316703-2160	MISF-018/03CA	FITNESS MONITOR	Not Yet Assigned	7/4/2016			Application Filed	Canada

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Client-Matter	Cooley Docket No.	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status	Country
316703-2165	MISF-018/03SEM	FITNESS MONITOR	003250892-0004	7/1/2016			Application Filed	European Union Intellectual Property Office
316703-2170	MISF-018/03JP	FITNESS MONITOR					Pending DIV of - 018/03JP	Japan
316703-2175	MISF-018/03KR	FITNESS MONITOR	30-2016-32570 M004	7/4/2016			Application Filed	Republic of Korea
316703-2156	MISF-018/04AU	FITNESS MONITOR	201614538	7/1/2016	201614538	9/22/2016	Registered	Australia
316703-2161	MISF-018/04CA	FITNESS MONITOR	Not Yet Assigned	7/4/2016			Application Filed	Canada
316703-2166	MISF-018/04EM	FITNESS MONITOR	003260892-0005	7/1/2016			Application Filed	European Union Intellectual Property Office
316703-2171	MISF-018/04JP	FITNESS MONITOR					Pending DIV of - 018/03JP	Japan
316703-2176	MISF-018/04KR	FITNESS MONITOR	30-2016-32570 M005	7/4/2016			Application Filed	Republic of Korea
316703-2157	MISF-018/05AU	FITNESS MONITOR	201614539	7/1/2016	201614539	9/22/2016	Registered	Australia
316703-2162	MISF-018/05CA	FITNESS MONITOR	Not Yet Assigned	7/4/2016			Application Filed	Canada
316703-2167	MISF-018/05EM	FITNESS MONITOR	003250892-0006	7/1/2016			Application Filed	European Union Intellectual Property Office
316703-2172	MISF-018/05JP	FITNESS MONITOR					Pending DIV of - 018/03JP	Japan
316703-2177	MISF-018/05KR	FITNESS MONITOR	30-2016-32570 M006	7/4/2016			Application Filed	Republic of Korea
316703-2083	MISF-019/00US	IN-EAR HEADPHONES	29/550,537	1/5/2016			Application Filed	United States of America

## CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT ("Agreement") is made and entered into as of April 3, 2016 (the "Effective Date"), by and among Misfit, Inc., a Delaware corporation ("Misfit") and Fossil Group, Inc., a Delaware corporation ("Fossil").

### RECITALS:

WHEREAS, Misfit holds all right, title, and interest in and to certain intellectual property as more fully described on Exhibit A hereto (the "IP"); and

WHEREAS, Misfit owns inventory of Misfit branded and other branded Products as more fully described on Exhibit B hereto (the "Inventory"); and

WHEREAS, Fossil owns directly one hundred percent (100%) of the outstanding shares of Misfit; and

WHEREAS, Misfit desires to transfer all of its right, title and interest in and to the IP and the Inventory to Fossil; and

WHEREAS, Fossil desires to acquire the IP and Inventory from Misfit as described in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

### ARTICLE I

#### Definitions

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

"Assets" means all of Misfit's right, title and interest, legal or equitable, in and to the Intellectual Property and the Inventory, including all rights to obtain, register, perfect and enforce these property rights.

"Intellectual Property" shall mean all intellectual, proprietary, intangible and/or industrial property rights constituting, embodied in, pertaining to, used in or with respect to the Misfit business, the Products, and all tangible embodiments thereof, wherever located, including but not limited to any and all technology, processes, inventions, patents, copyrights, trademarks, trade names, trade secrets, design rights, domain names, software, algorithms, enhancements, updates, modifications, translations, adaptations, information, specifications, designs, process technology, manufacturing requirements, manufacturing techniques and descriptions, quality control standards, inventory and supply chain information systems, global branding intellectual property, web applications, mobile platform applications and other intellectual and industrial property rights, intangible property rights, and proprietary rights owned by Misfit globally.

"Inventory" means Products, Products in production, components to manufacture Products, packaging, bands, displays, manuals, stickers, batteries, labels, sleeves and other items.

“Liabilities” means, with respect to the Assets being transferred pursuant to this Agreement, all of Misfit’s liabilities, duties and obligations of every kind, character and description, whether known or unknown and whether accrued or contingent relating thereto.

“Products” shall mean and include those various fitness devices, trackers, wearable connected devices, accessories and other products manufactured by or for or distributed by Misfit that utilize, embody or incorporate Intellectual Property.

## ARTICLE II

### Conveyances

2.1 Conveyance. Misfit hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Assets to Fossil, and Fossil hereby accepts such Assets at and as of the Effective Date of this Agreement. The Assets are conveyed by Misfit to Fossil and its successors and assigns to and for their own use, together with all rights and appurtenances related thereto.

2.2 Third Party Consent. If the conveyance and assignment attempted to be made hereunder of any Asset would be ineffective as between Misfit and Fossil without the consent of any third person, or would serve as a cause for terminating or invalidating any Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, Misfit shall, to the fullest extent permitted hold such Asset for the exclusive use and benefit of Fossil until such consent has been obtained. Upon the obtaining of such consent, no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in Fossil by virtue of this Agreement.

## ARTICLE III

### Assumption of Liabilities

As consideration for the grant, bargain, sale, conveyance, assignment, transfer and delivery made under this Agreement and for any conveyances, assignments, transfers and deliveries to be made by Misfit to Fossil hereunder, Fossil hereby assumes and agrees to perform and fully discharge all of the Liabilities. Fossil hereby agrees to indemnify, defend and hold harmless Misfit, and any and all of their respective successors and assigns, from and against any and all costs, liabilities and expenses, including court costs and attorneys fees, arising from or connected with the Liabilities hereby assumed.

## ARTICLE IV

### Warranties

ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED “AS IS”, AND MISFIT DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of Fossil in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

## ARTICLE V

### Sales Taxes and Recording Fees

The parties agree that Fossil shall pay all sales, use and similar taxes arising out of the sales, conveyances, assignments, offers and deliveries to be made hereunder, and shall pay all documentary, filing and recording fees required in connection therewith.

## ARTICLE VI

### Further Assurances

From time to time after the date hereof, and without any further consideration, Misfit will execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as Fossil may reasonably request in order to more effectively vest in Fossil beneficial ownership and record title to the Assets to be conveyed and assigned hereunder or intended so to be and to put Fossil in actual possession and operating control of such Assets. After the date hereof, Misfit agrees to use its best efforts to obtain, without additional cost to Fossil, any and all consents and approvals that may be necessary to vest or confirm title to all the Assets in Fossil.

## ARTICLE VII

### Power of Attorney

Misfit does hereby constitute and appoint Fossil and its successors and assigns, the true and lawful agent and attorney-in-fact of Misfit, as appropriate, with full power of substitution for it and in its name, place and stead or otherwise on behalf of Misfit, as appropriate, and their respective successors and assigns, and for the benefit of Fossil and its successors and assigns, to demand and receive from time to time any and all Assets hereby conveyed and assigned or intended so to be and to execute in the name of Misfit, as appropriate, and their respective successors and assigns, any and all deeds, assignments and other instruments of further assurance and to give receipts and releases in respect of the same, and from time to time to institute and prosecute in the name of Fossil or Misfit, as appropriate, for the benefit of Fossil as may be appropriate, any and all proceedings at law, in equity or otherwise, which Fossil, its successors and assigns may deem proper in order to collect, assert or enforce any claims, rights or title of any kind in and to the Assets hereby conveyed and assigned or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any of said Assets and to do any and all such acts and things in furtherance of this Agreement as Fossil, its successors or assigns, shall deem advisable. Misfit does hereby declare that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Misfit, or their respective successors or assigns or by operation of law.

## ARTICLE VIII

### Miscellaneous

8.1 Effective Time. Regardless of when executed, this Conveyance Agreement shall be effective as of 12:01 a.m., central daylight time (the "Effective Time"), on the Effective Date. Notwithstanding any such delay in the actual transfer of the Assets, for accounting purposes, the transfer of Assets shall be deemed to have occurred as of the Effective Time.

8.2 Headings. All article or section headings contained in this Agreement are for reference purposes only and shall not be deemed to control or affect in any way the meaning or construction of any of the provisions hereof.

8.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

8.5 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to the choice of law principles thereof.

8.6 Notices. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) telexed or telecopied, with receipt confirmed, addressed as follows:

Fossil Group, Inc.  
901 S. Central Expressway  
Richardson, Texas 75080  
Attention: General Counsel

Misfit, Inc.  
901 S. Central Expressway  
Richardson, Texas 75080  
Attention: General Counsel

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given (i) as of the date received when personally delivered, (ii) three days after being deposited with the United States mail properly addressed, (iii) the next day after being delivered to said overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery, or (iv) when receipt of the telex or telecopy is confirmed, as the case may be.

8.7 Entire Agreement; Modification. This Agreement contains the complete expression of the agreement between the parties with respect to the matters addressed herein and there are no promises, representations, or inducements except as herein provided. The terms and provisions of this Agreement may not be modified, supplemented or amended except in writing signed by both parties hereto. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

8.8 Assignment. Either party hereto shall have the right to assign this Agreement only to (i) any successor assignee of such party that may result from any merger, consolidation or reorganization or (ii) another corporation that acquires all or substantially all of such party's assets, business and liabilities.

8.9 No Waiver. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

8.10 Severability. The provisions of this Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, the parties affected thereby shall substitute for the affected provision an enforceable provision that approximates the intent and economic benefit of the affected provision as closely as possible, but all other provisions shall continue in full force and effect.

*Remainder of Page Intentionally Left Blank.  
Signature Page Follows.*



IN WITNESS WHEREOF, this Conveyance Agreement has been duly executed by the parties hereto as of the date first written above.

**FOSSIL GROUP, INC.**

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

Print Name: Randy S. Hyne

Title: Secretary

**MISFIT, INC.**

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

Print Name: Randy S. Hyne

Title: Secretary

Exhibit A

INTELLECTUAL PROPERTY

All Misfit Intellectual Property, except those certain trademarks (i) registered or pending in China (People's Republic) and (ii) that certain international registration for MISFIT WEARABLES (number 1159321).

Exhibit B  
INVENTORY

All Inventory