

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5152265

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BIG O LLC	05/31/2017
RECEIVING PARTY DATA		
Name:	BIG O, INC.	
Street Address:	1521 CONCORD PIKE #301	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19803	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15651552
CORRESPONDENCE DATA		
Fax Number:	(202)672-5399	
<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:	202-672-5300	
Email:	ipdocketing@foley.com, hhu@foley.com	
Correspondent Name:	FOLEY & LARDNER LLP	
Address Line 1:	3000 K STREET, N.W., SUITE 600	
Address Line 4:	WASHINGTON, D.C. 20007-5109	
ATTORNEY DOCKET NUMBER:	112198-0106	
NAME OF SUBMITTER:	HELEN HU	
SIGNATURE:	/Helen Hu/	
DATE SIGNED:	09/21/2018	
Total Attachments: 5		
source=Signed Assignment from BIG O LLC to BIG O INC#page1.tif		
source=Signed Assignment from BIG O LLC to BIG O INC#page2.tif		
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PATENT ASSIGNMENT

WHEREAS Big O LLC of 1521 Concord Pike #301, Wilmington, Delaware (hereinafter "Assignor") is the owner of the following United States Letters Patent(s), and the invention(s) set forth therein, as shown by the records of the United States Patent and Trademark Office:

U.S. PATENT APPLICATION NO or U.S. PATENT NO.	FILING or GRANT DATE	TITLE
62/288,915	January 29, 2016	MULTI-FUNCTION BONE CONDUCTING HEADPHONES
15/179,283	June 10, 2016	MULTI-FUNCTION BONE CONDUCTING HEADPHONES

WHEREAS Big O, Inc. of 1521 Concord Pike #301, Wilmington, Delaware (hereinafter referred to singly and collectively as "Assignee") is desirous of acquiring the full right, title and interest in and to said invention for the United States of America, and in and to said United States Patent Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor has sold, assigned, transferred and set over, and by these presents hereby sells, assigns, transfers and sets over to Assignee the entire and exclusive right, title and interest in and to said inventions for the United States of America, and in and to said application for Letters Patent listed above, including any and all divisional, continuation, continuation-in-part, reissues or extensions thereof, to be held and enjoyed by Assignee for its own use as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made; the Commissioner of Patents and Trademarks of the United States of America is hereby authorized to transfer the portion of the title indicated to said application to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the Assignor, but also that such assigned rights are not encumbered by any grant, license, or other right theretofore given; Assignor hereby undertakes to execute and deliver to Assignee upon request all lawful documents which may be requested by Assignee, and to furnish Assignee with all facts relating to said invention as may be requested.

The undersigned hereby grant the firm of FOLEY & LARDNER LLP, the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Date: MAY 31, 2017

Big O LLC
 By: [Signature]
 Name: NICOLAS SASTHARAJAL
 Title:

Date: MAY 31, 2014

Witness: 

Date: MAY 31, 2014

Witness: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into as of the [●] day of May, 2017 by and between Big O, Inc., a Delaware corporation (“Assignee”), and Big O, LLC, a Delaware limited liability company (“Assignor”).

RECITALS

A. The Assignor was originally formed on 1/20/2015 to begin certain research and development activities with respect to the design, manufacture, and sale of advanced headphones (the “Business”).

B. The members of the Assignor formed Assignee on 8/24/2016 as a new corporate entity through which they planned to continue all further Business activities;

C. After the formation of the Assignee, the Assignor continued to operate and conduct the Business without transferring all operations to the Assignee;

D. The beneficial holders of the membership interests in the Assignor are substantially identical to the beneficial holders of the outstanding capital stock of the Assignee;

E. The beneficial holders of the membership interests in the Assignor seek to complete the transfer of the Business to the Assignee;

F. It is intended that the assignment contemplated by this Agreement be treated as a distribution of assets of the Assignor to its members, and a subsequent capital contribution by such members to the Assignee, which shall be a tax free transfer in each instance.

AGREEMENTS

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

1. Assignment and Assumption. Effective as of the date hereof, Assignor does hereby sell, transfer, set over and assign unto Assignee, effective as of the date hereof, all of Assignor’s right, title and interest in and to the assets and liabilities of Assignor (the “Assets and Liabilities”), and Assignee assumes all of Assignor’s duties and obligations under the Assets and Liabilities and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Assets and Liabilities accruing on and after the date hereof.

2. Assignment. Nothing in this Agreement, express or implied, is intended to or shall (a) confer on any Person other than the parties to this Agreement and their respective permitted successors or assigns any rights (including, without limitation, third party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement or (b) constitute the parties to this Agreement as partners or as participants in a joint venture. Except as expressly provided by this Agreement, this Agreement shall not provide third

parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this Agreement.

3. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, excluding that body of law pertaining to conflicts of laws.

4. Heading; Terms. Any captions to, or headings of, the sections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument. This Agreement may be executed and delivered by facsimile or .PDF signature, and upon delivery of such facsimile or .PDF signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

6. Waiver. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the parties hereto. No failure to enforce any provision of this Agreement shall be deemed to or shall constitute a waiver of such provision and no waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver.

7. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the reasonable request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first written above.

BIG O, INC.

By: 

Name: NICOLAS SACHARWAL

Title: _____

BIG O, LLC

By: 

Name: GABRIELLE SACHARWAL

Title: _____