505147380 10/18/2018

EPAS ID: PAT5194147

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CYRUS BEHROOZI	10/16/2018
RICHARD CHAD BRUNS	10/16/2018

RECEIVING PARTY DATA

Name:	X DEVELOPMENT LLC
Street Address:	1600 AMPHITHEATRE PARKWAY
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16163180

CORRESPONDENCE DATA

Fax Number: (908)654-7866

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	LOON 3.0F-068
NAME OF SUBMITTER:	KATHLEEN REYNOLDS
SIGNATURE:	/Kathleen Reynolds/
DATE SIGNED:	10/18/2018

Total Attachments: 2

source=LOON 3.0F-068_Assignment_8151#page1.tif source=LOON 3.0F-068_Assignment_8151#page2.tif

PATENT 505147380 REEL: 047210 FRAME: 0625

Docket Number (Optional) **ASSIGNMENT OF PATENT APPLICATION** LOON 3.0F-068 WHEREAS, I, Cyrus Behroozi of Mountain View, California, have invented or discovered inventions or discoveries, the subject matter of which is described in the patent application entitled "Fashionable Hats For High Altitude Balloons" (hereafter "Patent Application"), WHEREAS (if the left box is checked), the Patent Application was filed with the U.S. Patent and Trademark Office on ______, Application Number ______, and WHEREAS (if the left box is checked), the Patent Application names the following inventors: Cyrus Behroozi and Richard Chad Bruns (and whereas I hereby authorize Lerner, David, Littenberg, Krumholz & Mentlik, LLP, to insert in here in brackets [Application No. 16/163,180 filed on October 17, 2018] the application number and filing date of the application when known), and WHEREAS, X Development LLC, incorporated or otherwise formed in Delaware and having a place of business at 1600 Amphitheatre Parkway; Mountain View, CA 94043 (hereafter, the "assignee") is desirous of acquiring, or has acquired and is desirous of memorializing its acquisition further herein, the entire right, title and interest in same; NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged. I agree as follows. I agree to assign, and hereby do assign, to the assignee my entire right, title and interest in and to the Assigned Applications in the United States of America and all other countries, where "Assigned Applications" means the Patent Application, including any and all inventions, discoveries and other subject matter described therein, any divisional, continuation, continuation-in-part, substitute, reissue, re-examination or other application claiming priority or benefit to the Patent Application pursuant to any law or treaty, and any patent issuing from the foregoing. I agree to assign, and hereby do assign, to assignee the right to claim such priority or benefit. I have not previously conveyed, nor am I aware of an obligation to convey, my rights in the Assigned Applications to a third party. I hereby authorize the U.S. Patent and Trademark Office, and any other governmental agency in the world, to issue to assignee all patents resulting from the Assigned Applications and to record assignee's ownership thereof. At assignee's reasonable request I agree, without further remuneration, to execute and deliver documents prepared at assignee's expense and to provide other cooperation, such as testimony, as may be reasonably required to evidence or protect assignee's rights in the Assigned Applications. Assignee may assign or transfer all or part of its rights set forth herein in its sole discretion. I agree that the assignee may affix its signature to this document as well as any other indicia of its acceptance of the provisions hereof. If any provision herein is unenforceable, the requirements of the provision shall remain to the full extent permissible by law and the offending portions thereof shall be deemed replaced, to the extent possible, with a provision most closely reflecting the purpose of the offending provision. 10/16/2018 (Signature) (Date)

RECORDED: 10/18/2018

	Docket Number (Optional)		
ASSIGNMENT OF PATENT APPLICATION	LOON 3.0F-068		
WHEREAS, I, <u>Richard Chad Bruns</u> of <u>Menlo Park, California</u> , have invented or discovered inventions or discoveries, the subject matter of which is described in the patent application entitled "Fashionable Hats For High Altitude Balloons" (hereafter "Patent Application"),			
WHEREAS (if the left box is checked), the Patent Application was Trademark Office on, Application Number			
WHEREAS (if the left box is checked), the Patent Application na Cyrus Behroozi and Richard Chad Bruns (and whereas I hereby authorize LLP, to insert in here in brackets [Application No. 16/163,180 file and filling date of the application when known), and	Lerner, David, Littenberg, Krumholz & Mentlik,		
WHEREAS, X Development LLC, incorporated or otherwise form at 1600 Amphitheatre Parkway; Mountain View, CA 94043 (hereafter, the acquired and is desirous of memorializing its acquisition further herein, the	"assignee") is desirous of acquiring, or has		
NOW, THEREFORE, for good and valuable consideration the reas follows. I agree to assign, and hereby do assign, to the assignee my e Assigned Applications in the United States of America and all other country. Patent Application, including any and all inventions, discoveries and other continuation, continuation-in-part, substitute, reissue, re-examination or of Patent Application pursuant to any law or treaty, and any patent issuing from do assign, to assignee the right to claim such priority or benefit. I have no obligation to convey, my rights in the Assigned Applications to a third party Trademark Office, and any other governmental agency in the world, to iss Assigned Applications and to record assignee's ownership thereof. At assignithmer remuneration, to execute and deliver documents prepared at assignuch as testimony, as may be reasonably required to evidence or protect Assignee may assign or transfer all or part of its rights set forth herein in it affix its signature to this document as well as any other indicia of its accepterein is unenforceable, the requirements of the provision shall remain to offending portions thereof shall be deemed replaced, to the extent possible purpose of the offending provision.	ntire right, title and interest in and to the ries, where "Assigned Applications" means the subject matter described therein, any divisional, her application claiming priority or benefit to the om the foregoing. I agree to assign, and hereby it previously conveyed, nor am I aware of an y. I hereby authorize the U.S. Patent and ue to assignee all patents resulting from the signee's reasonable request I agree, without nee's expense and to provide other cooperation, assignee's rights in the Assigned Applications. Is sole discretion. I agree that the assignee may stance of the provisions hereof. If any provision the full extent permissible by law and the		
10/16/2018 (R)	Shad Brus		
(Date)	(Signature)		

PATENT REEL: 047210 FRAME: 0627