

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5372512

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FOSSIL GROUP, INC.	01/25/2019
RECEIVING PARTY DATA		
Name:	GOOGLE LLC	
Street Address:	1600 AMPHITHEATRE PARKWAY	
City:	MOUNTAIN VIEW	
State/Country:	CALIFORNIA	
Postal Code:	94043	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15281674	
CORRESPONDENCE DATA		
Fax Number:	(651)735-1102	
<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:	6517351100	
Email:	pairdocketing@ssiplaw.com	
Correspondent Name:	SHUMAKER & SIEFFERT, P.A.	
Address Line 1:	1625 RADIO DRIVE	
Address Line 2:	SUITE 300	
Address Line 4:	WOODBURY, MINNESOTA 55125	
ATTORNEY DOCKET NUMBER:	1233-738US01	
NAME OF SUBMITTER:	JACLYN M. SKIBA	
SIGNATURE:	/Jaclyn M. Skiba/	
DATE SIGNED:	02/12/2019	
Total Attachments: 8		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Agreement**”) dated as of January 25, 2019 (the “**Effective Date**”), is made by and between Fossil Group, Inc., a Delaware corporation (“**Assignor**”), and Google LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Fossil (Gibraltar) Limited, Assignee and Google Ireland Holdings Unlimited Company have entered into that certain Purchase Agreement, dated January 16, 2019 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s rights, title and interest in and to the Transferred Assets, including the Transferred Intellectual Property;

WHEREAS, Assignor is the owner of the Transferred Intellectual Property, including the Patents listed on Schedule A hereto (the “**Transferred Patents**”); and

WHEREAS, Assignor and Assignee are entering into this Agreement pursuant to the Purchase Agreement to effect the transfer of the Transferred Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Agreement and in the Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and its successors and assigns, and Assignee hereby accepts, Assignor’s entire right, title and interest in, to and under the Transferred Patents, including the inventions claimed therein and any reissues, reexaminations, extensions, substitutions, foreign counterparts, continuations and divisionals thereof, and any Patents (including provisional applications) from which the Transferred Patents claim priority (directly or indirectly), and any foreign counterparts of any such Patents, continuations and divisionals, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with (A) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of the Transferred Patents, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation or other violation, (B) all rights to collect income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Patents (subject to, to the extent applicable, the exclusions as expressly set forth in Section 1.1(a)(iii)(2) of the Purchase Agreement), (C) the right, if any, to claim priority based on the filing dates of the Transferred Patents under any laws, including under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention and all other treaties of like purposes, (D) the right to prosecute, register, maintain and defend the Transferred Patents before any public or private agency, office or registrar, (E) the right to fully and entirely stand in the place of Assignor in all matters related to the Transferred Patents and (F) all other rights corresponding to the Transferred Patents throughout the respective countries in which Assignor holds rights in the Transferred Patents. This foregoing assignment is intended to be an absolute assignment and not by way of security.
2. **Cooperation.** Upon request by Assignee and without further consideration, Assignor will execute and deliver or cause to be executed or delivered all such further documents, affidavits, assignments, transfers, conveyances, and powers of attorney as may be reasonably necessary to effect the consummation of the transaction contemplated by this Agreement, or timely implement the

provisions of this Agreement, including any filings to be made to effect the terms of Agreement and otherwise to transfer to Assignee and perfect Assignee's title in any of the Transferred Patents.

3. Recordation. (A) Assignee shall be responsible for the preparation and filing of any documents to record or perfect Assignee's right, title and interest in, to and under the Transferred Patents (including with any applicable Governmental Authority). Assignor hereby authorizes and requests the Director of Patents and Trademarks in the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, as applicable, to record Assignee as the assignee and owner of the Transferred Patents and to deliver to Assignee and to Assignee's attorneys, agents, representatives, successors or assigns, all official documents and communications as may be warranted by this Agreement.

(B) Assignor agrees that (i) with respect to any Transferred Patents issued or applied for in the United States, Assignor will enter into, and Assignee may record with the United States Patent and Trademark Office, an assignment agreement in the form set forth in Exhibit 1 and (ii) with respect to any Transferred Patents issued or applied for in a jurisdiction outside of the United States, reasonably promptly upon the request of Assignee, Assignor will enter into, and Assignee may record with the applicable entities or agencies in any applicable foreign countries or multinational authorities, assignment agreements suitable for recording in the relevant jurisdictions with terms and conditions substantially similar to those set forth herein, except for any different terms and conditions that would be legally necessary in a recordable assignment agreement for the respective local jurisdiction. Each party shall bear all costs, fees and expenses incurred by such party in connection with, relating to or arising out of the consummation of this Agreement, including all attorneys' and other professional fees and expenses.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that their obligations, rights and remedies with respect to the Transferred Patents are more fully set forth in the Purchase Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein.
5. General Provisions. Section 8.2 (*Entire Agreement; Amendments*), Section 8.3 (*Assignment; No Third Party Beneficiary Rights*), Section 8.4 (*Notices*), Section 8.5 (*Governing Law*), Section 8.6 (*Submission to Jurisdiction*), Section 8.7 (*Enforcement*), Section 8.8 (*Partial Invalidity*), Section 8.9 (*Waivers*), Section 8.10 (*Interpretation*) and Section 8.13 (*Counterparts*) of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

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WHEREFORE, Assignor and Assignee have caused this Patent Assignment Agreement to be executed by its duly authorized representative.

ASSIGNOR

By 
Name: Jeff Boyer
Title: Executive Vice President, Chief
Financial Officer and Treasurer

WHEREFORE, Assignor and Assignee have caused this Patent Assignment Agreement to be executed by its duly authorized representative.

ASSIGNEE

By: 

Name: Kenneth H. Yi
Title: Assistant Secretary

SCHEDULE A**TRANSFERRED PATENTS**

TITLE	MATTER TYPE	COUNTRY	STATUS	APPLICATION #	DATE FILED	Owner
SYSTEMS, DEVICES, AND METHODS FOR DYNAMIC CONTROL	Utility Patent	European Patent Office	Published	15850944.8	10/13/2015	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS FOR DYNAMIC CONTROL	Utility Patent	United States of America	Published	14/881,677	10/13/2015	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS FOR DYNAMIC CONTROL	Utility Patent	Patent Cooperation Treaty	Expired	PCT/US2015/055260	10/13/2015	Fossil Group, Inc.
SYSTEMS, DEVICES AND METHODS OF DETECTION OF USER INPUT	Utility Patent	Patent Cooperation Treaty	Published	PCT/US2016/054745	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES AND METHODS OF DETECTION OF USER INPUT	Utility Patent	United States of America	Published	15/281,674	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES AND METHODS OF DETECTION OF USER INPUT	Utility Patent	China	Published	201680062923.7	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES AND METHODS OF DETECTION OF USER INPUT	Utility Patent	European Patent Office	Published	16852702.6	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES AND METHODS OF DETECTION OF USER INPUT	Utility Patent	Hong Kong	Application Filed	18111122.8	9/30/2016	Fossil Group, Inc.

SYSTEMS AND METHODS FOR DATA TRANSFER	Utility Patent	Patent Cooperation Treaty	Expired	PCT/US2014/043161	6/19/2014	Fossil Group, Inc.
SYSTEMS AND METHODS FOR DATA TRANSFER	Utility Patent	United States of America	Issued	14/309,195	6/19/2014	Fossil Group, Inc.
SYSTEMS AND METHODS FOR DATA TRANSFER	Utility Patent	European Patent Office	Published	14813941.3	6/19/2014	Fossil Group, Inc.
SYSTEMS AND METHODS FOR DATA TRANSFER	Utility Patent	China	Published	201480034768.9	6/19/2014	Fossil Group, Inc.
SYSTEMS AND METHODS FOR DATA TRANSFER	Utility Patent	Hong Kong	Published	16108339.5	6/19/2014	Fossil Group, Inc.
SYSTEMS AND METHODS FOR DATA TRANSFER	Utility Patent	Republic of Korea	Published	10-2016-7001211	6/19/2014	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE HOUSING	Utility Patent	Patent Cooperation Treaty	Published	PCT/US2016/054632	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE HOUSING	Utility Patent	United States of America	Published	15/281,499	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE HOUSING	Utility Patent	European Patent Office	Published	16852667.1	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS OF	Utility Patent	China	Published	201680063000.3	9/30/2016	Fossil Group, Inc.

SCHEDULE A TO PATENT ASSIGNMENT AGREEMENT

PATENT
REEL: 048312 FRAME: 0736

MULTIPLEXED USE OF A CONDUCTIVE HOUSING						
SYSTEMS, DEVICES, AND METHODS OF MULTIPLEXED USE OF A CONDUCTIVE HOUSING	Utility Patent	Hong Kong	Application Filed	1811121.9	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS FOR SIMULTANEOU SLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATI ON DEVICES	Utility Patent	European Patent Office	Published	16852684.6	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS FOR SIMULTANEOU SLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATI ON DEVICES	Utility Patent	Patent Cooperation Treaty	Published	PCT/US2016/054 688	9/30/2016	Fossil Group, Inc.
SYSTEMS, DEVICES, AND METHODS FOR SIMULTANEOU SLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE	Utility Patent	China	Published	201680062996.6	9/30/2016	Fossil Group, Inc.

COMMUNICATION DEVICES						
SYSTEMS, DEVICES, AND METHODS FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE COMMUNICATION DEVICES	Utility Patent	Hong Kong	Application Filed	18110944.6	9/30/2016	Fossil Group, Inc.
METHODS AND APPARATUSES FOR SIMULTANEOUSLY EXCHANGING MESSAGES BETWEEN A LOW-ENERGY RADIO DEVICE AND MULTIPLE CENTRAL DEVICES	Utility Patent	United States of America	Published	15/281,501	9/30/2016	Fossil Group, Inc.

SCHEDULE A TO PATENT ASSIGNMENT AGREEMENT