PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5419992

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
X DEVELOPMENT LLC	02/27/2019

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	15663117
Application Number:	16111844
Application Number:	16111861
Application Number:	16163180

CORRESPONDENCE DATA

Fax Number:

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: 908-738-1770

Email: PTO@BCIPLAW.COM

Correspondent Name: BOTOS CHURCHILL IP LAW LLP

Address Line 1: 430 MOUNTAIN AVENUE

Address Line 2: SUITE 401

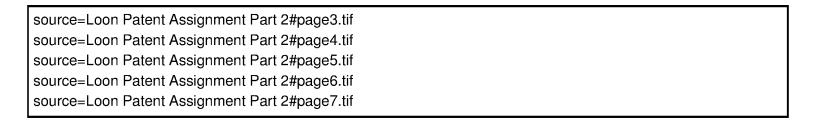
Address Line 4: NEW PROVIDENCE, NEW JERSEY 07974

XTTORNEY DOCKET NUMBER: XSDV.8476-8504-8502-8151	
NAME OF SUBMITTER:	IDA ZAZZALI
SIGNATURE:	/IDA ZAZZALI/
DATE SIGNED:	03/13/2019

Total Attachments: 7

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PATENT 505373200 REEL: 048588 FRAME: 0240



PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement"), effective as of July 1, 2018, is made by and between X DEVELOPMENT LLC, a Delaware limited liability company ("Assignor") and LOON LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee, along with certain other parties thereto, entered into a certain Contribution and Intellectual Property License Agreement dated as of July 1, 2018, pursuant to which Assignor agreed to convey, assign and otherwise transfer and Assignee agreed to accept, among other assets, all of Assignor's right, title and interest in and to the patents and patent applications set forth in Schedule A attached hereto (hereinafter collectively referred to as the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including all of Assignor's rights to any and all causes of action and rights of recovery for past, present and future infringement thereof and the right to claim priority from the Patents.
- 2. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart. Any signature page delivered electronically shall be binding to the same extent as an original signature page.
- 3. Assignor will execute any further documents reasonably required by Assignee to effect or record the assignment of the Patents.

 [Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

ASSIGNOR:

X DEVELOPMENT LLC

Name: Jeffery Scott Heileson

Title: Senior Ratent Counsel

Date: February 21, 2019

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of
on Feb 27, 2019 before me, Scott Crowell Notary Public (insert name and title of the officer)
personally appeared B. Jeffey Scott Heileson
who 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.
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. SCOTT WILLIAM CROWELL Notary Public - California
Santa Clara County ₹
Commission # 22057 1 My Comm. Expires Jul 17, 2021
Signature (Seal)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

ASSIGNEE:

LOON LLC

Name: Alastair Westgarth Title: CEO, LOON LLC Date: 5 March 2019

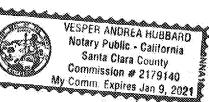
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Santa Clara)	
on 5 March 2019	before me,	Vesper Hubbard, Notary Public (insert name and title of the officer)
 subscribed to the within instrun his/her/their authorized capacit 	nent and acknow y(ies), and that b	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PI paragraph is true and correct.	ERJURY under t	ne laws of the State of California that the foregoing
WITNESS my hand and official	seal.	VESPER ANDREA HUBBAGO

Signature Veryer Willow

(Seal)



SCHEDULE A

Reference		SCHEDULE A					
X-14699-00 CN	Reference	Country	Priority Date	Filing Date	Application Number	Patent Number	
CN			Date	Date	Number		
X-14701-00- CN		CN	7/11/2012	6/24/2013	201380036070 7	71 201380036070 7	
CN		0.14	171112012	0/24/2010	201000030073.7	ZLZ01300030013.1	
X-14847-00-FR		CN	5/1//2012	4/10/2013	201380030330.0		
FR		GIV	0/14/2012	4/10/2013	20130003030.9		
X-14847-00-DE	1	FR	8/20/2012	8/12/2013	13830352 4	ED2885204	
DE		110	0/20/2012	0/12/2010	10000002.4	LI 2003204	
X-14847-00-		DE	8/20/2012	8/12/2013	13830352.4	602013039848 8	
GB GB 8/20/2012 8/12/2013 13830352.4 EP2885204 X-14850-00-DE CN 7/12/2012 5/9/2013 201380046082.7 ZL201380046082.7 X-16729-00-DE DE 12/3/2012 11/13/2013 13860264.4 602013027318.9 X-18645-01-European Community Design 6/5/2013 12/5/2013 001393573-0002 001393573-0002 EM-DP Design 6/5/2013 12/5/2013 001393573-0003 001393573-0003 EM-DP Design Community Design 6/5/2013 12/5/2013 001393573-0003 001393573-0003 EM-DP Design 6/5/2013 12/5/2013 001393573-0003 001393573-0003 EM-DP Design 6/5/2013 12/5/2013 001393573-0004 001393573-0004 X-20762-00-CN-DIV CN 4/10/2014 9/4/2018 201811024321.X X-50425-00-WO Patent Cooperation Fatent Fatent X-50489-00-WO Patent Cooperation Fatent Fatent X-50466-00-WO Patent Fatent Fa		DB	0/20/2012	0/12/2010	10000002.4	002010000040.0	
X-14850-00- CN		GB	8/20/2012	8/12/2013	13830352 4	EP2885204	
CN		d B	OZZOZZOTZ	10/12/2010	10000002.1	El Ecoceto I	
X-16729-00-DE	1	CN	7/12/2012	5/9/2013	201380046082.7	71 201380046082 7	
DE			1, 12,2012	0,0,2010	201000010002.1		
European Community Design 6/5/2013 12/5/2013 001393573-0002 001393573-0002	1	DE	12/3/2012	11/13/2013	13860264.4	602013027318 9	
X-18645-01- Community Design 6/5/2013 12/5/2013 001393573-0002 001393573-0002			12,0,2012	11/10/2010	7000020111	002010021010.0	
EM-DP Design 6/5/2013 12/5/2013 001393573-0002 001393573-0002 European Community Design 6/5/2013 12/5/2013 001393573-0003 001393573-0003 European Community Design 6/5/2013 12/5/2013 001393573-0003 001393573-0003 European Community Design 6/5/2013 12/5/2013 001393573-0004 001393573-0004 X-18645-03- European Community Design 6/5/2013 12/5/2013 001393573-0004 001393573-0004 X-20762-00- CN-DIV CN 4/10/2014 9/4/2018 201811024321.X Patent Cooperation Treaty 7/28/2017 6/28/2018 PCT/US2018/039953 Patent Cooperation Treaty Patent Cooperation Treaty 8/7/2017 8/2/2018 PCT/US2018/044989 X-50479-00- WO Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50466-00- WO Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50425-00- VO Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00- VO Treaty 11/13/2017 11/5/2018 PCT/US2018/059185	V 4004F 04						
European Community Design 6/5/2013 12/5/2013 001393573-0003 001393573-0003 X-18645-03- European Community Design 6/5/2013 12/5/2013 001393573-0004 001393573-0004 X-20762-00- CN-DIV CN 4/10/2014 9/4/2018 201811024321.X X-50425-00- WO Treaty 7/28/2017 6/28/2018 PCT/US2018/039953 Patent Cooperation Treaty 7/28/2017 7/26/2018 PCT/US2018/043913 X-50423-03- WO Treaty 8/7/2017 8/2/2018 PCT/US2018/043913 X-50489-00- WO Treaty 8/7/2017 8/2/2018 PCT/US2018/044989 X-50479-00- WO Treaty 9/18/2017 8/2/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/18/2017 9/20/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50466-00- WO Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50479-00- WO Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50466-00- WO Treaty 9/21/2017 9/20/2018 PCT/US2018/059185 X-50425-00- WO Treaty 11/13/2017 11/5/2018 PCT/US2018/059185			6/5/2042	40/5/0049	004202572 0002	004202572 0002	
X-18645-02- Community Design 6/5/2013 12/5/2013 001393573-0003 001393573-0003 European Community Design 6/5/2013 12/5/2013 001393573-0004 001393573-0004 X-20762-00- CN-DIV CN	EM-DP		0/3/2013	12/3/2013	001393573-0002	001393573-0002	
EM-DP Design 6/5/2013 12/5/2013 001393573-0003 001393573-0003 European Community Design 6/5/2013 12/5/2013 001393573-0004 001393573-0004 X-20762-00- CN 4/10/2014 9/4/2018 201811024321.X Patent Cooperation Treaty 7/28/2017 6/28/2018 PCT/US2018/039953 Patent Cooperation Treaty 7/28/2017 7/26/2018 PCT/US2018/043913 Patent Cooperation Treaty 8/7/2017 8/2/2018 PCT/US2018/044989 Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 X-50489-00- WO Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50466-00- WO Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50517-00- WO Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00- VO Treaty 11/13/2017 11/5/2018 PCT/US2018/059185							
European Community Design 6/5/2013 12/5/2013 001393573-0004 001393573-0004	1						
X-18645-03-	EM-DP		6/5/2013	12/5/2013	001393573-0003	001393573-0003	
EM-DP Design 6/5/2013 12/5/2013 001393573-0004 001393573-0004 X-20762-00- CN-DIV CN 4/10/2014 9/4/2018 201811024321.X X-50425-00- WO Patent Cooperation Treaty 7/28/2017 6/28/2018 PCT/US2018/039953 X-50423-03- WO Patent Cooperation Treaty 7/28/2017 7/26/2018 PCT/US2018/043913 X-50489-00- WO Patent Cooperation Treaty 8/7/2017 8/2/2018 PCT/US2018/044989 X-50479-00- WO Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 X-50466-00- WO Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50517-00- WO Patent Cooperation Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00- Patent Cooperation Treaty PCT/US2018/059185		European					
X-20762-00- CN	X-18645-03-	Community					
X-20762-00- CN		Design	6/5/2013	12/5/2013	001393573-0004	001393573-0004	
X-50425-00- WO Treaty 7/28/2017 6/28/2018 PCT/US2018/039953 Patent Cooperation Treaty 7/28/2017 7/26/2018 PCT/US2018/039953 Patent Cooperation Treaty 7/28/2017 7/26/2018 PCT/US2018/043913 Patent Cooperation WO Treaty 8/7/2017 8/2/2018 PCT/US2018/043913 Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/044989 Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 Patent Cooperation Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00-	X-20762-00-	<u> </u>					
X-50425-00-	CN-DIV	CN	4/10/2014	9/4/2018	201811024321.X		
WO Treaty 7/28/2017 6/28/2018 PCT/US2018/039953 X-50423-03- WO Patent Treaty 7/28/2017 7/26/2018 PCT/US2018/043913 X-50489-00- WO Patent Treaty 8/7/2017 8/2/2018 PCT/US2018/044989 X-50479-00- WO Patent Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 X-50466-00- WO Patent Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50517-00- WO Patent Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00- Treaty 11/13/2017 11/5/2018 PCT/US2018/059185		Patent					
X-50423-03- Cooperation Treaty 7/28/2017 7/26/2018 PCT/US2018/043913 Patent Cooperation Treaty 8/7/2017 8/2/2018 PCT/US2018/044989 Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 X-50479-00- Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50517-00- Cooperation Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00-	X-50425-00-	Cooperation					
X-50423-03-	WO	Treaty	7/28/2017	6/28/2018	PCT/US2018/039953		
WO Treaty 7/28/2017 7/26/2018 PCT/US2018/043913 X-50489-00- WO Patent Cooperation Treaty 8/7/2017 8/2/2018 PCT/US2018/044989 X-50479-00- WO Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 X-50466-00- WO Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 X-50517-00- WO Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00- Treaty 11/13/2017 11/5/2018 PCT/US2018/059185		Patent					
X-50489-00- Cooperation Treaty 8/7/2017 8/2/2018 PCT/US2018/044989 Patent Cooperation Treaty 9/18/2017 9/17/2018 PCT/US2018/051321 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 Patent Cooperation Treaty 9/21/2017 9/20/2018 PCT/US2018/051985 Patent Cooperation Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00- Patent Cooperation Treaty 11/13/2017 11/5/2018 PCT/US2018/059185	1					5	
X-50489-00-	WO		7/28/2017	7/26/2018	PCT/US2018/043913		
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X-50517-00- Cooperation Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00-			0 10 4 10 0 4 10				
X-50517-00- Cooperation WO Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00-	WO		9/21/2017	9/20/2018	PC1/US2018/051985		
WO Treaty 11/13/2017 11/5/2018 PCT/US2018/059185 X-50425-00-	V 50547.55						
X-50425-00-			44400047	44/5/0040	DOT/U00040/050405		
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	US	US	7/28/2017	7/28/2017	15/663,117		

X-50894-00-					
US	US	8/24/2018	8/24/2018	16/111,844	
X-50891-00-					
US	US	8/24/2018	8/24/2018	16/111,861	
X-50100-00-					
US	US	10/18/2018	10/18/2018	16/163,180	

PATENT REEL: 048588 FRAME: 0248

RECORDED: 03/13/2019