

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:	
<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:	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
ATTORNEY 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 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.

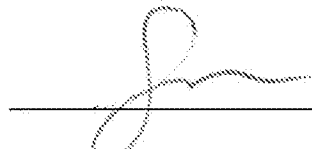
3. Assignor will execute any further documents reasonably required by Assignee to effect or record the assignment of the Patents.

[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 Heilesen

Title: Senior Patent Counsel

Date: February 27, 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 Feb 27, 2019 before me, Scott Crowell, Notary Public
(insert name and title of the officer)

personally appeared Dr. Jeffery Scott Heiksson
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.

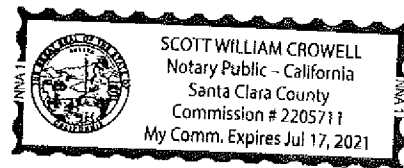
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



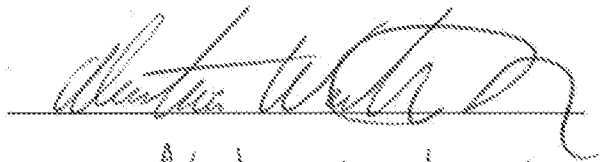
(Seal)



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

A handwritten signature in dark ink, appearing to read "Alastair Westgarth", is written over a horizontal line.

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)

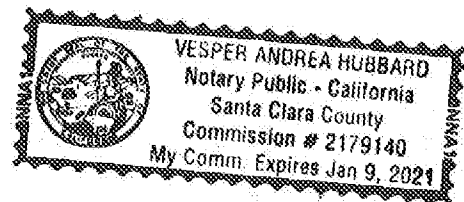
On 5 March 2019 before me, Vesper Hubbard, Notary Public
(insert name and title of the officer)

personally appeared Adashair Westgarth
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.

Signature Vesper Hubbard (Seal)



SCHEDULE A

Reference Number	Country	Priority Date	Filing Date	Application Number	Patent Number
X-14699-00-CN	CN	7/11/2012	6/24/2013	201380036079.7	ZL201380036079.7
X-14701-00-CN	CN	5/14/2012	4/10/2013	201380030330.9	
X-14847-00-FR	FR	8/20/2012	8/12/2013	13830352.4	EP2885204
X-14847-00-DE	DE	8/20/2012	8/12/2013	13830352.4	602013039848.8
X-14847-00-GB	GB	8/20/2012	8/12/2013	13830352.4	EP2885204
X-14850-00-CN	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-EM-DP	European Community Design	6/5/2013	12/5/2013	001393573-0002	001393573-0002
X-18645-02-EM-DP	European Community Design	6/5/2013	12/5/2013	001393573-0003	001393573-0003
X-18645-03-EM-DP	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	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-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	