

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5763848

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
LITTLEBITS ELECTRONICS INC.		08/22/2019
RECEIVING PARTY DATA		
Name:	SPHERO, INC.	
Street Address:	4772 WALNUT STREET	
Internal Address:	SUITE 206	
City:	BOULDER	
State/Country:	COLORADO	
Postal Code:	80301	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	9597607	
Patent Number:	10244630	
Patent Number:	D732475	
Patent Number:	D751988	
Patent Number:	D752519	
Patent Number:	D811339	
Patent Number:	D833399	
Patent Number:	9019718	
Patent Number:	9419378	
Patent Number:	9831599	
Patent Number:	10256568	
Patent Number:	8602833	
Patent Number:	8951088	
Patent Number:	10155153	
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>		
Email:	jslate@merchantgould.com	

PATENT

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Address Line 1: P.O. BOX 2903
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ATTORNEY DOCKET NUMBER:	17630.00000001
NAME OF SUBMITTER:	ANDREW T. POUZESHI
SIGNATURE:	/Andrew T. Pouzeshi, #67672/
DATE SIGNED:	10/10/2019

Total Attachments: 8

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment"), dated as of August 22, 2019, is made by littleBits Electronics Inc., a Delaware corporation ("Seller"), in favor of Sphero, Inc., a Delaware corporation ("Purchaser"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of August 22, 2019, by and among Seller, Purchaser and the other parties thereto (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has sold to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby absolutely, unconditionally, and irrevocably sells, grants, conveys, transfers, assigns, and delivers to Purchaser all of Seller's right, title, and interest in and to all patents and statutory invention registrations (including any patent applications, together with all continuations, continuations-in-part, divisions, extensions, provisionals, reexaminations, reissues, renewals and revisions), inventions, discoveries, improvements, methods and processes, including the patent set forth in Schedule 1 hereto (the "Assigned Patents").

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Electronic Delivery. This Patent Assignment, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto

and thereto, to the extent signed and delivered by means of email, a facsimile machine, or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement, or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment shall be construed, interpreted and the rights of the parties hereto determined in accordance with the laws of the State of Delaware (without reference to any choice of law rules that would require the application of the laws of any other jurisdiction).

7. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REGULATIONS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PATENT ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

8. Submission to Jurisdiction. Except as otherwise provided in this Patent Assignment, each party irrevocably agrees that any legal action or proceeding with respect to this Patent Assignment or for recognition and enforcement of any judgment in respect hereof brought by another party or its successors or assigns shall be brought exclusively in the state and federal courts of the State of Delaware and each of the parties hereby (a) irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive personal jurisdiction of the aforesaid courts in the event any dispute arises out of this Patent Assignment or any transaction contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Patent Assignment or any transaction contemplated hereby in any court other than the aforesaid courts.

9. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Patent Assignment shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto. Delivery of an executed counterpart of a signature page to this Patent Assignment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

LITTLEBITS ELECTRONICS INC.

By: 

Name: Aya Bdeir

Title: Chief Executive Officer

Date: August 22, 2019

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

PATENT
REEL: 050678 FRAME: 0239

SCHEDULE 1

Assigned Patents

	Title	Registration No.	Registration Date	Country
1.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	9,597,607	3/21/2017	United States of America
2.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	10,244,630	3/26/2019	United States of America
3.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	347408	3/4/2013	Australia
4.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	149994	5/20/2014	Canada
5.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	ZL201330114691.4	11/6/2013	China
6.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	001362693-0001	2/22/2013	European Union Intellectual Property Office
7.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	1484662	10/25/2013	Japan
8.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	D732,475	6/23/2015	United States of America
9.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	156357	5/20/2014	Canada
10.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	1506591	8/8/2014	Japan
11.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	D751,988	3/22/2016	United States of America
12.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	156356	5/20/2014	Canada
13.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	1506592	8/8/2014	Japan
14.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	D752,519	3/29/2016	United States of America
15.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	156355	5/20/2014	Canada
16.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	D811,339	2/27/2018	United States of America

17.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	156354	5/20/2014	Canada
18.	CONNECTOR FOR MODULAR ELECTRONIC BUILDING SYSTEM	D833,399	11/13/2018	United States of America
19.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	9,019,718	4/28/2015	United States of America
20.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	2013305556	6/28/2018	Australia
21.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Brazil
22.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Canada
23.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	ZL 201380004224.3	9/28/2016	China
24.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	2888019	10/31/2018	Germany
25.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	2888019	10/31/2018	European Patent Office
26.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	2888019	10/31/2018	France
27.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	2888019	10/31/2018	United Kingdom
28.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	HK1200136	7/14/2017	Hong Kong
29.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			India

30.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Japan
31.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Republic of Korea
32.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	J/002457	3/28/2017	Macau
33.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Mexico
34.	APPARATUS FOR MODULAR ELECTRONIC BUILDING SYSTEMS	704976	4/27/2018	New Zealand
35.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	2686521	4/29/2019	Russian Federation
36.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	11201501308P	11/8/2017	Singapore
37.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	9,419,378	8/16/2016	United States of America
38.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Australia
39.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			China
40.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			European Patent Office
41.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Hong Kong
42.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS			Japan

	OF USING THE SAME			
43.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Russian Federation
44.	EX PARTE REEXAMINATION OF US PATENT 9,019,718 ENTITLED MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	9,019,718	3/12/2018	United States of America
45.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			China
46.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Hong Kong
47.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	9,831,599	11/28/2017	United States of America
48.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			China
49.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			Hong Kong
50.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME	10,256,568	4/9/2019	United States of America
51.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			China
52.	PUZZLE WITH CONDUCTIVE PATH	8,602,833	12/10/2013	United States of America
53.	PUZZLE WITH CONDUCTIVE PATH	8,951,088	2/10/2015	United States of America

54.	PUZZLE WITH CONDUCTIVE PATH	10,155,153	12/18/2018	United States of America
55.	PUZZLE WITH CONDUCTIVE PATH			United States of America
56.	MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME			United States of America
57.	MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME			Patent Cooperation Treaty
58.	MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME			United States of America
59.	MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME			United States of America
60.	MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME			Patent Cooperation Treaty
61.	MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME			United States of America
62.	MODULAR ELECTRONIC BUILDING SYSTEMS AND METHODS OF USING THE SAME			United States of America
63.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			United States of America
64.	MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME			United States of America