### 505727577 10/17/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5774388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AYA BDEIR	12/16/2014

#### **RECEIVING PARTY DATA**

Name:	LITTLEBITS ELECTRONICS INC.
Street Address:	601 W. 26TH STREET
Internal Address:	SUITE M274
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16360827

#### **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.

**Email:** jslate@merchantgould.com **Correspondent Name:** MERCHANT & GOULD P.C.

Address Line 1: P.O. BOX 2903

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-0903

ATTORNEY DOCKET NUMBER: 17630.0103USC5	
NAME OF SUBMITTER:	ANDREW T. POUZESHI
SIGNATURE:	/Andrew T. Pouzeshi, #67672/
DATE SIGNED:	10/17/2019

#### **Total Attachments: 5**

source=17630.0103USC5 Assignment from Parent#page1.tif source=17630.0103USC5 Assignment from Parent#page2.tif source=17630.0103USC5 Assignment from Parent#page3.tif source=17630.0103USC5 Assignment from Parent#page4.tif source=17630.0103USC5 Assignment from Parent#page5.tif

PATENT 505727577 REEL: 050748 FRAME: 0251

# ASSIGNMENT (Sole)

Aya BDEIR, residing at 148 Greene St, Apt 2E, New York, NY 10012 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled MODULAR ELECTRONIC BUILDING SYSTEMS WITH MAGNETIC INTERCONNECTIONS AND METHODS OF USING THE SAME, and which is a:

(1)	provisional application  (a)  to be filed herewith; or  (b)  bearing Application No. , and filed on .
(2)	<ul> <li></li></ul>
(3)	PCT application  (a) bearing Application No., and filed on.

WHEREAS, by an Assignment executed on July 18, 2013 ("Assignment I"), Assignor assigned to littleBits Electronics Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 601 W 26th Street, Suite M274, New York, NY 10001 (the "Assignee") the entire right, title, and interest in the Invention(s) set forth in provisional patent application 61/728,103 to which the application in paragraph (2) claims priority;

WHEREAS, by a Confirmatory Assignment executed on January 27, 2014 ("Assignment II"), Assignor assigned to Assignee the entire right, title, and interest in the Invention(s) set forth in patent applications 61/527,860 and 13/593,891 to which the application in paragraph (2) is a continuation-in-part;

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and in confirmation of the conveyances made, and of the obligations to do so, in Assignment I and Assignment II identified above, and to the extent that the Assignor has

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PATENT REEL: 0**50**7**48** FRAME: 0**252**  not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraph (1), (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

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PATENT REEL: 050768 FRAME: 0252 The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.), without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 12/16/14 By: Aya Booir
State of Now York )
County of Now Yalk
On Descension 16 dely before me. Norman Jan , Notary
Public, personally appeared APA Brute, 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.
WITNESS my hand and official seal.  NORMAN JEN Notary Public, State of New York No. 01 JE6218143 Qualified in Kings County Commission Expires March 1, 2018
Signature of Notary Public Place Notary Seal Above
My Commission Expires: MADCUL 1, 2018

Date:	12116/14	By:	•
	'     '	littleBits Electronics Inc.	
		Name: √ Al⁄ya Bdeir	
		Title: VCEO	

State of Vew OAN	
County of Very Source ) ss.	/
On December 16 20,4 before me,	Notary
Public, personally appeared / // // / / / //	, 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/t	hey executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signatur	e(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, execut	ted the instrument.
WITNESS my hand and official seal.	NORMAN JEN Notary Public, State of New York No. 01JE6218143 Qualified in Kings County Commission Expires March 1, 2018
Signature of Notary Public	Place Notary Seal Above
My Commission Expires: Mpc+ 1 2018	