

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384076

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iRobot Corporation		03/31/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iRobot Defense Holdings, Inc.		
<b>Street Address:</b>	8 Crosby Drive		
<b>City:</b>	Bedford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01730		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3747768	EXPLORER	
<b>Registration Number:</b>	3824893	FASTAC	
<b>Registration Number:</b>	4183719	FIRSTLOOK	
<b>Serial Number:</b>	86169012	KOBRA	
<b>Registration Number:</b>	3717521	NEGOTIATOR	
<b>Registration Number:</b>	2865183	PACKBOT	
<b>Serial Number:</b>	86418229	UPOINT	
<b>Registration Number:</b>	3726780	WARRIOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9194190383		
<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>			
<b>Phone:</b>	919-493-8000		
<b>Email:</b>	ndhillon@jwth.com		
<b>Correspondent Name:</b>	Leon R. Legleiter		
<b>Address Line 1:</b>	3100 Tower Blvd.		
<b>Address Line 2:</b>	suite 1200		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27707		
<b>NAME OF SUBMITTER:</b>	Nina Dhillon		
<b>SIGNATURE:</b>	/nina dhillon/		

OP \$215.00 3747768

<b>DATE SIGNED:</b>	05/12/2016
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**Total Attachments: 4**

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## **TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 4th day of April, 2016, by and between iRobot Corporation, a Delaware corporation ("Assignor") and iRobot Defense Holdings, Inc., a Delaware corporation ("Assignee").

### **RECITALS**

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 2, 2016 (the "Purchase Agreement"), pursuant to which Assignor agreed to transfer, sell and convey to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby, on the terms and conditions set forth therein;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

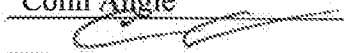
Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. Assignor agrees to execute such further documents and take such further action, at no cost to Assignor, as might reasonably be required to record this Assignment with the applicable registrar or similar governmental agency in all relevant jurisdictions.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

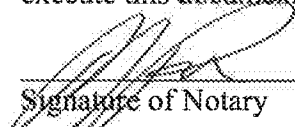
**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: IROBOT CORPORATION  
Name: Colin Angle  
Signature:   
Title: Chairman and CEO

NOTARIZATION

On this 3<sup>rd</sup> day of March, 2016, before me, the undersigned Notary Public, personally appeared Colin Angle, proved to me through satisfactory evidence of identification, which was/were personally known to me, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

  
Signature of Notary



PAUL J. REARDON  
Notary Public (Seal)  
Commonwealth of Massachusetts  
My Commission Expires  
February 4, 2022

My Commission Expires: 2-4-2022

ASSIGNEE: IROBOT DEFENSE HOLDINGS, INC.  
Name: Peter M. Manos  
Signature: \_\_\_\_\_  
Title: Vice President and Chairman

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned Notary Public, personally appeared Peter M. Manos, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary  
My Commission Expires: \_\_\_\_\_

(Seal)

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: IROBOT CORPORATION  
Name: Colin Angle  
Signature: \_\_\_\_\_  
Title: Chairman and CEO

NOTARIZATION

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, personally appeared Colin Angle, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

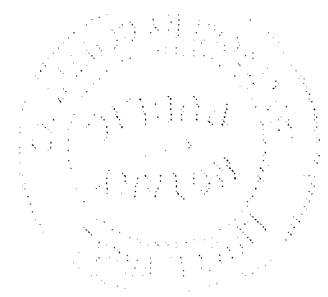
\_\_\_\_\_  
Signature of Notary (Seal)

My Commission Expires: \_\_\_\_\_

ASSIGNEE: IROBOT DEFENSE HOLDINGS, INC.  
Name: Peter M. Manos  
Signature: *Peter M. Manos*  
Title: Vice President and Chairman

On this 28<sup>th</sup> day of March, 2016 before me, the undersigned Notary Public, personally appeared Peter M. Manos, proved to me through satisfactory evidence of identification, which was/were Drivus License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

*[Signature]*  
Signature of Notary (Seal)  
My Commission Expires: 08/21/2016



## Exhibit A

### Marks

Mark	Jurisdiction	Application No. & Date	Registration No. & Date
EXPLORER	US	Registered	Reg. No. 3,747,768
FASTAC	US	Registered	Reg. No. 3824893
FIRSTLOOK	US	Registered	Reg. No. 4,183,719 Class 09
FIRSTLOOK	EUROPE (CTM)	Registered	Reg. No. 009458829; Class 07,09,12
KOBRA	US	Pending	Serial No. 86/169,012 Filed 01/17/2014
NEGOTIATOR	US	Registered	Reg. No. 3,717,521
NEGOTIATOR	EUROPE (CTM)	Registered	Reg. No. 8,139,776; Class 7, 9, 12
PACKBOT	US	Registered	Reg. No. 2,865,183
PACKBOT	KUWAIT	Registered	Reg. No. 93397 Class 07; Reg. No. 93398 Class 09
PACKBOT	SAUDI ARABIA	Registered	Reg. No. 128161 - Class 7; Reg. No. 128162 - Class 9 October 2, 2011
PACKBOT	AUSTRALIA	Registered	Reg. No. 1442155 Class 07, 09, 12 March 16, 2012
PACKBOT	EUROPE (CTM)	Registered	Reg. No. 007433725
PACKBOT	JORDAN	Pending/Registered	Reg. No. 112618 Cl. 7; App. No. 112618 Cl. 12; Reg. No. 112738 Cl. 09
UPOINT	US	Pending	Ser. No. 86/418,229 Class 09 Filed October 8, 2014
UPOINT	CANADA	Pending	Filed March 2015
UPOINT	EUROPE (CTM)	Pending	App. No. 13869581
UPOINT	JAPAN	Registered	App. No. 2015-27002
WARRIOR	US	Registered	Reg. No. 3,726,780
WARRIOR	EUROPE (CTM)	Registered	Reg. No. 5,731,831