

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arduino, LLC		12/16/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BCMI Industries SA		
Street Address:	C.so San Gottardo 6A		
City:	Chiasso		
State/Country:	SWITZERLAND		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86786680	CTC - CREATIVE TECHNOLOGIES IN THE CLASS	
Serial Number:	86575012	MATERIA	
Serial Number:	86560815	MODULINO	
Serial Number:	77708806	ARDUINO	
Serial Number:	86420533	ARDUINO	
Serial Number:	85144567	ARDUINO	
Serial Number:	86788075	ARDUINO 101	
Serial Number:	86571613	ARDUINO ATHEART	
Serial Number:	86392678	ARDUINO YÚN	
Serial Number:	86525678	ARDUINO ZERO	
Serial Number:	86763803	ATHEART	
Serial Number:	86392597	ESPLORA	
Serial Number:	86392594		
Serial Number:	86420528	- +	
Serial Number:	86560777		
Serial Number:	86392672	SHIELD	
Serial Number:	86392599	YÚN	
Serial Number:	86525725	ZERO	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$465.00 86786680

Fax Number: 2126132023

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: 2126132023

Email: ipdocket@gibbonslaw.com, pstrino@gibbonslaw.com,
towens@gibbonslaw.com

Correspondent Name: Paolo A. Strino

Address Line 1: One Pennsylvania Plaza

Address Line 4: New York, NEW YORK 10119

NAME OF SUBMITTER:	Paolo A. Strino
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SIGNATURE:	/PAS/
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DATE SIGNED:	03/17/2017
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Total Attachments: 8

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SALE AND ASSIGNMENT OF TRADEMARKS

This Sale and Assignment of Trademarks ("Assignment"), made and effective as of December 16th, 2016 (the "Effective Date"), is by and among Arduino, LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400 Wilmington Delaware 19808 USA ("DE Assignor"), Arduino, LLC, a Massachusetts limited liability company, with an address at 72 Oak Street, #4 Somerville Massachusetts 02143 USA ("MA Assignor") and together with DE Assignor, the "Assignors", and each an "Assignor") on the one hand, and, on the other hand, BCMI Industries SA, a Swiss company, with an address at C.so San Gottardo 6A, Chiasso, Switzerland ("BCMI").

WHEREAS, MA Assignor owns the trademarks identified on Exhibit A hereto (the "MA Assignor Trademarks") and DE Assignor owns the trademarks identified on Exhibit B hereto (the "DE Assignor Trademarks"), and together with the MA Assignor Trademarks, the "Trademarks"; and

WHEREAS, BCMI would like to acquire the Trademarks from Assignors, and Assignors have agreed to transfer, sell and assign to BCMI the Trademarks.

NOW, THEREFORE, for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignors and BCMI hereby agree as follows:

1. Upon the Effective Date, Assignors hereby sell, transfer and assign unto BCMI all of Assignors' right, title, interest and goodwill in and to the Trademarks. In return for the MA Assignor Trademarks, BCMI shall pay to MA Assignor Two Million, One Hundred Thousand Euros (€2,100,000.00) (the "MA Trademarks Purchase Price"), such amount to be paid in ten (10) consecutive annual payments of €210,000 each, with the first such payment to be made by BCMI to MA Assignor no later than ten (10) calendar days from the full execution and delivery of this Agreement and the remaining nine (9) payments to be made between December 5 and December 31 in each of the years 2017 through 2025, such payments to be made by wire transfer to an account to be designated by MA Assignor. In return for the DE Assignor Trademarks, BCMI shall pay to DE Assignor Ten United States Dollars (\$10) (the "DE Trademarks Purchase Price"), such amount having been paid by BCMI to DE Assignor in hand on the Effective Date, and the receipt of which being hereby acknowledged by DE Assignor. The MA Trademarks Purchase Price was determined by PricewaterhouseCoopers AG, Switzerland ("PWC"), in a PWC valuation opinion dated August 29, 2016. The DE Trademarks Purchase Price was determined by mutual agreement of DE Assignor and BCMI, taking into consideration that the DE Assignor Trademarks have not yet developed any meaningful goodwill or recognition in commerce.

2. Each Assignor warrants and represents that it is the owner of its respective Trademarks at the time of this Assignment, and has the authority to transfer the Trademarks and hereby does transfer the Trademarks on the Effective Date. Each Assignor shall provide BCMI with any additional documents, and shall take all additional actions, that BCMI reasonably deems necessary to effectuate the transfer and assignment to BCMI of the Trademarks, including, without limitation, deeds of assignment suitable for filing in applicable trademark offices. In the event that an Assignor fails, refuses or is unavailable to sign any such document, such Assignor hereby grants to BCMI its power of attorney to execute and deliver such document, such power coupled with an interest and, therefore, irrevocable. BCMI hereby accepts the assignment and transfer of the Trademarks.

3. This Assignment may be executed in counterparts, and shall be effective notwithstanding that all the parties may not sign the same counterpart, but shall be effective upon execution by all of the parties hereto of a counterpart. Any signatures transmitted in a pdf file over the internet or by facsimile shall be deemed to be original signatures for all purposes.

[Remainder of page intentionally blank. Signature page follows.]



Date: IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective

ASSIGNORS:

Arduino, LLC, a Massachusetts limited liability company

By: Massimo Banzi
Massimo Banzi
Its: Authorized Person

Arduino, LLC, a Delaware limited liability company

By: Massimo Banzi
Massimo Banzi
Its: Manager

BCMI:

BCMI Industries SA

By: Massimo Banzi
Massimo Banzi
Its: President

Exhibit A

MA Assignor Trademarks

Country	Mark	Class(es)	App. No	App. Date	Reg. No.	Reg. Date
Australia [Int]	CTC Creative Technologies in the Classroom	9, 41	1307005	13-Apr-16		
Australia [Int]	MATERIA	7	1271273	22-Sep-15	1271273	22-Sep-15
Australia [Int]	MODULINO	9, 41	1269470	10-Sep-15	1269470	10-Sep-15
Australia [Int]	ARDUINO ZERO	9	1265424	5-Aug-15		
Australia [Int]	ATHEART and Design	9, 7	1278898	22-Sep-15		
Australia [Int]	Genuino Logo	9, 35, 41, 42	1275410	10-Sep-15		
Australia [Int]	ZERO	9	1265425	5-Aug-15	1265425	5-Aug-15
Canada	CTC Creative Technologies in the Classroom	9, 41	1776929	12-Apr-16		
Canada	MATERIA		1747313	23-Sep-15		
Canada	MODULINO		1745645	11-Sep-15		
Canada	ARDUINO ZERO		1740517	5-Aug-15		
Canada	ATHEART and Design		1747525	24-Sep-15		
Canada	Genuino Logo		1745646	11-Sep-15		
Canada	ZERO		1740520	5-Aug-15		
China	CTC Creative Technologies in the Classroom	9, 41	18055464	15-Oct-15		
China	MATERIA	7	17961123	23-Sep-15		
China	MODULINO	9, 41	17875302	11-Sep-15		
China	ARDUINO	35	15541603	21-Oct-14		
China	ARDUINO ZERO	9	17594038	5-Aug-15		
China	ATHEART and Design	7, 9	17961122	23-Sep-15		
China	GENUINO and Design	7, 9, 35, 41, 42	17012171	22-May-15		
China	Infinity Logo	9	15541601	21-Oct-14		
China	Infinity Logo	42	15541598	21-Oct-14		
China	Infinity Logo	35	15541600	21-Oct-14		
China	Infinity Logo	41	15541599	21-Oct-14		
China	Genuino Logo	9, 35, 41, 42	17875301	11-Sep-15		
China	YUN	9	15541604	21-Oct-14		
China	ZERO	9	17594037	5-Aug-15		
EU	CTC	9, 41	14673339	13-Oct-15		
EU	MATERIA	7, 9	13873344	25-Mar-15		



Country	Mark	Class(es)	App. No	App. Date	Reg. No.	Reg. Date
EU	MODULINO	9, 41	13896527	31-Mar-15	13896527	4-Aug-15
EU	101	9, 42	14673404	13-Oct-15	14673404	23-Feb-16
EU	ARDUINO	35, 41	13358627	14-Oct-14		
EU	ATHEART and Design	7, 9	13871116	24-Mar-15	13871116	19-Aug-15
EU	GENUINO and Design	7, 9, 35, 41, 42	14065692	15-May-15	14065692	23-Sep-15
EU	Infinity Logo	7, 9, 35, 41, 42	13358726	14-Oct-14		
EU	Genuine Logo	9, 35, 41, 42	13896469	31-Mar-15	13896469	4-Aug-15
EU	YUN	9	13355821	13-Oct-14	13355821	24-Feb-15
EU	ZERO	9	14442636	5-Aug-15	14442636	19-Nov-15
EU [Int. TM]	ARDUINO	7, 9, 42	1249750	3-Nov-14		
EU Mark	ARDUINO ZERO	9	14442594	5-Aug-15		
India	CTC Creative Technologies in the Classroom	9, 41	3079025	15-Oct-15		
India	MATERIA	7	3061943	23-Sep-15		
India	MODULINO	9, 41	3053647	11-Sep-15		
India	ARDUINO	35	2830856	21-Oct-14		
India	ARDUINO	41	2830857	21-Oct-14		
India	ARDUINO ZERO	9	3025625	5-Aug-15		
India	ATHEART and Design	7, 9	3061944	23-Sep-15		
India	GENUINO and Design	7, 9, 35, 41, 42	2965637	18-May-15		
India	Infinity Logo	42	2830852	21-Oct-14		
India	Infinity Logo	41	2830853	21-Oct-14		
India	Infinity Logo	35	2830854	21-Oct-14		
India	Infinity Logo	9	2830855	21-Oct-14		
India	Genuine Logo	9, 35, 41, 42	3053646	11-Sep-15		
India	YUN	9	2830851	21-Oct-14		
India	ZERO	9	3025626	5-Aug-15		
India [Int. TM]	ARDUINO	7, 9, 42	1249750	3-Nov-14		
Int. Trademark	CTC Creative Technologies in the Classroom	9, 41	1307005	13-Apr-16		
Int. Trademark	MATERIA	7	1271273	22-Sep-15	1271273	22-Sep-15
Int. Trademark	MODULINO	9, 41	1269470	10-Sep-15	1269470	10-Sep-15
Int. Trademark	ARDUINO	7, 9, 42	1249750	3-Nov-14	1249750	3-Nov-14

Country	Mark	Class(es)	App. No	App. Date	Reg. No.	Reg. Date
Int. Trademark	ARDUINO ZERO	9	1265424	5-Aug-15	1265424	5-Aug-15
Int. Trademark	ATHEART and Design	9, 7	1278898	22-Sep-15	1278898	22-Sep-15
Int. Trademark	Genuino Logo	9, 35, 41, 42	1275410	10-Sep-15	1275410	10-Sep-15
Int. Trademark	ZERO	9	1265425	5-Aug-15	1265425	5-Aug-15
Italy	CTC Creative Technologies in the Classroom	9, 41	302015000061374	14-Oct-15		
Italy	MATERIA	7, 9	302015902340505	25-Mar-15		
Italy	MODULINO	9, 41	302015902339628	20-Mar-15	1669816	5-Apr-16
Italy	ARDUINO ZERO	9	302015902328405	6-Feb-15		
Italy	ATHEART and Design	7, 9	302015902340206	24-Mar-15	1666562	12-Feb-16
Italy	Genuino 101	9, 42	302015000061295	13-Oct-15		
Italy	GENUINO and Design		302015902352204	15-May-15		
Italy	Infinity Logo	9, 35	302014902314927	5-Dec-14	1654303	10-Nov-15
Italy	Genuino Logo	9, 35, 41, 42	302015902339626	20-Mar-15	1669815	5-Apr-16
Italy	ZERO	9	302015902328404	6-Feb-15		
Japan [Int TM]	CTC Creative Technologies in the Classroom	9, 41	1307005	13-Apr-16		
Japan [Int TM]	MATERIA	7	1271273	22-Sep-15	1271273	29-Apr-16
Japan [Int TM]	MODULINO	9, 41	1269470	10-Sep-15	1269470	29-Apr-16
Japan [Int TM]	ARDUINO ZERO	9	1265424	5-Aug-15		
Japan [Int TM]	ATHEART and Design	9, 7	1278898	22-Sep-15		
Japan [Int TM]	Genuino Logo	9, 35, 41, 42	1275410	10-Sep-15		
Japan [Int TM]	ZERO	9	1265425	5-Aug-15		
Mexico [Int TM]	CTC Creative Technologies in the Classroom	9, 41	1307005	13-Apr-16		
Mexico [Int TM]	MATERIA	7	1271273	22-Sep-15		
Mexico [Int TM]	MODULINO	9, 41	1269470	10-Sep-15		
Mexico [Int TM]	ARDUINO ZERO	9	1265424	5-Aug-15		
Mexico [Int TM]	ATHEART and Design	9, 7	1278898	22-Sep-15		
Mexico [Int TM]	Genuino Logo	9, 35, 41, 42	1275410	10-Sep-15		
Mexico [Int TM]	ZERO	9	1265425	5-Aug-15		
Switzerland	CTC	9, 41	62579/2015	13-Oct-15	686929	21-Apr-15
Switzerland	MATERIA	7	61534/2015	22-Sep-15	683645	8-Feb-16

Country	Mark	Class(es)	App. No	App. Date	Reg. No.	Reg. Date
Switzerland	MODULINO	9, 41	60985/2015	11-Sep-15		
Switzerland	101	7, 9, 42	62581/2015	13-Oct-15	686930	21-Apr-16
Switzerland	ARDUINO	35, 41	62062/2014	14-Oct-14	667724	23-Dec-14
Switzerland	ARDUINO ZERO	9	59363/2015	5-Aug-15	681931	22-Dec-15
Switzerland	ATHEART and Design	7, 9	61524/2015	22-Sep-15	684034	15-Feb-16
Switzerland	GENUINO and Design	7, 9, 35, 41, 42	55767/2015	15-May-15	683327	28-Jan-16
Switzerland	Infinity Logo	9, 35, 41, 42	62066/2014	14-Oct-14	670902	20-Mar-15
Switzerland	Genuine Logo	9, 35, 41, 42	60983/2015	11-Sep-15	686731	18-Apr-16
Switzerland	YUN	9	62064/2014	14-Oct-14	667725	23-Dec-14
Switzerland	ZERO	9	59364/2015	5-Aug-15	681932	22-Dec-15
Switzerland[TM]	ARDUINO	7, 9, 42	1249750	3-Nov-14		
United States	CTC Creative Technologies in the Classroom	9, 41	86/786,680	13-Oct-15		
United States	MATERIA	7	86/575,012	24-Mar-15		
United States	MODULINO	9, 41	86/560,813	11-Mar-15		
United States	ARDUINO	9	77/708,806	7-Apr-09	3,931,675	15-Mar-11
United States	ARDUINO	9, 35, 41, 42	86/420,533	10-Oct-14		
United States	ARDUINO & Design	9	85/144,567	4-Oct-10	4,113,794	20-Mar-12
United States	Arduino 101	9, 42	86/788,075	14-Oct-15		
United States	ARDUINO ATHEART and Design	9	86/571,613	20-Mar-15		
United States	ARDUINO YUN	9	86/392,678	11-Sep-14		
United States	ARDUINO ZERO	9	86/525,678	5-Feb-15		
United States	ATHEART and Design	7, 9	86/763,803	22-Sep-15		
United States	ESPLORA	9	86/392,597	11-Sep-14	4,723,592	21-Apr-15
United States	Infinity Logo	9, 35	86/382,594	11-Sep-14		
United States	Infinity Logo	41, 42	86/420,538	10-Oct-14		
United States	Genuine Logo	9, 41, 35, 42	86/560,777	11-Mar-13		
United States	SHIELD	9	86/392,672	11-Sep-14		
United States	YUN	9	86/392,599	11-Sep-14	4,723,593	21-Apr-15
United States	ZERO	9	86/525,725	5-Feb-15		

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Exhibit B

DE Assignor Trademarks

Country	Mark	Class(es)	App. No	App. Date	Reg. No.	Reg. Date
Argentina	GENUINO and Design	7	3457501	16-Nov-15		
Argentina	GENUINO and Design	9	3457502	16-Nov-15		
Argentina	GENUINO and Design	35	3457505	16-Nov-15		
Argentina	GENUINO and Design	41	3457506	16-Nov-15		
Argentina	GENUINO and Design	42	3457509	16-Nov-15		
Australia [Int]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
Brazil	GENUINO and Design	7	910278822	16-Nov-15		
Brazil	GENUINO and Design	9	910278946	16-Nov-15		
Brazil	GENUINO and Design	35	910279004	16-Nov-15		
Brazil	GENUINO and Design	41	910279055	16-Nov-15		
Brazil	GENUINO and Design	42	910279098	16-Nov-15		
Canada	GENUINO and Design		1754791	13-Nov-15		
Egypt [Int. TM]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
Int. Trademark	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15	1293564	13-Nov-15
Israel [Int TM]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
Japan [Int TM]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
Kenya [Int]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
Korea [INT]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
Mexico [Int TM]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
NewZealand[INT TM]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
Russia [Int. TM]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
Singapore Int T	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
South Africa	GENUINO and Design	7	201532840	13-Nov-15		
South Africa	GENUINO and	9	201532841	13-Nov-15		

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	Design					
South Africa	GENUINO and Design	35	301532842	13-Nov-15		
South Africa	GENUINO and Design	41	201532843	13-Nov-15		
South Africa	GENUINO and Design	42	201532844	13-Nov-15		
Taiwan	GENUINO and Design	7, 9, 35, 41, 42	104067751	13-Nov-15		
Turkey [TM]	GENUINO and Design	7, 9, 35, 41, 42	1293564	13-Nov-15		
United States	Genuine 101	9, 42	86/788,083	14-Oct-15		
United States	GENUINO and Design	7, 9, 35, 41, 42	86/629,779	14-May-15		

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