

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
littleBits Electronics Inc.		08/22/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Sphero, Inc.		
Street Address:	4772 Walnut Suite 206		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88302019	SNAP THE GAP	
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:	3038182235		
Email:	analisa.valle@sphero.com		
Correspondent Name:	AnaLisa Valle		
Address Line 1:	4772 Walnut Suite 206		
Address Line 4:	Boulder, COLORADO 80301		
NAME OF SUBMITTER:	AnaLisa Valle		
SIGNATURE:	/AnaLisa Valle/		
DATE SIGNED:	10/17/2019		
Total Attachments: 9			
source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page1.tif			
source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page2.tif			
source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page3.tif			
source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page4.tif			
source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page5.tif			
source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page6.tif			

OP \$40.00 88302019

source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page7.tif
source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page8.tif
source=03 Sphero - littleBits Trademark and Copyright Assignment 2019-08-22 (EXECUTED)#page9.tif

TRADEMARK AND COPYRIGHT ASSIGNMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT (“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 Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

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 (A) all trademarks, service marks, trade dress, trade names, corporate names and other source identifiers, including but not limited to the trademark applications and registration set forth on Schedule 1 hereto (the “Assigned Trademarks”), together with all associated goodwill and the portion of the ongoing and existing business to which the marks pertain and (B) all United States and foreign copyrights, copyrightable works and mask works, whether registered or unregistered, including but not limited to the copyrights set forth on Schedule 2 hereto (the “Assigned Copyrights”), together with all associated goodwill.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment with respect to the Assigned Trademarks upon request by Purchaser. Seller hereby authorizes the Register of Copyrights in the United States Copyright Office and any other copyright administrator to record and register this Copyright Assignment with respect to the Assigned Copyrights 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 Trademarks and Assigned Copyrights to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this 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 Trademarks and Assigned Copyrights. 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 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 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 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 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 Assignment, each party irrevocably agrees that any legal action or proceeding with respect to this 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 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 Assignment or any transaction contemplated hereby in any court other than the aforesaid courts.


9. Counterparts; Effectiveness. This Assignment 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 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 Assignment by facsimile or other

electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[SIGNATURE PAGE FOLLOWS]

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

LITTLEBITS ELECTRONICS INC.

By: 
Name: Aya Bdeir
Title: Chief Executive Officer
Date: August 22, 2019

SCHEDULE 1

Pending and Registered Trademarks

	Mark	Country	Application/ Registration No.	Status
1.	littleBits	China	Registration No. 16980351	Registered 12/7/2015
2.	littleBits	China	Registration No. 16980358	Registered 7/14/2016
3.	littleBits	China	Registration No. 16980359	Registered 3/28/2016
4.	BITLAB	United States	Registration No. 5,050,301	Registered 9/27/2016
5.	BITS	United States	Registration No. 4,756,542	Registered 6/16/2015
6.	BITS	United States	Registration No. 4,918,477	Registered 3/15/2016
7.	BITS	Philippines	Registration No. 42015505881	Registered 5/5/2016
8.	BITS	Singapore	Registration No. 40201517744T	Registered 10/12/2015
9.	CLOUDBIT	United States	Registration No. 4,984,183	Registered 6/21/2016
10.	LITTLEBITS	United States	Registration No. 4,756,385	Registered 6/16/2015
11.	LITTLEBITS	United States	Registration No. 4,080,617	Registered 1/3/12
12.	LITTLEBITS	Argentina	Registration No. 2836336	Registered 9/26/2016
13.	LITTLEBITS	Argentina	Registration No. 2836337	Registered 9/26/2016
14.	LITTLEBITS	Australia	Registration No.	Registered



			1727292	6/6/2016
15.	LITTLEBITS	Brazil	Registration No. 910363064	Registered 1/30/2018
16.	LITTLEBITS	Brazil	Registration No. 910363218	Registered 1/30/2018
17.	LITTLEBITS	Canada	Registration No. TMA895046	Registered 1/27/2015
18.	LITTLEBITS	Chile	Application No. 1174720	Filed 10/19/2015
19.	LITTLEBITS	China	Registration No. 18216002	Registered 6/28/2018
20.	LITTLEBITS	China	Application No. 18216001	Filed 11/2/2015
21.	LITTLEBITS	China	Registration No. 12385812	Registered 9/14/14
22.	LITTLEBITS	China	Registration No. 12385811	Registered 9/14/14
23.	LITTLEBITS	China	Registration No 12385810	Registered 8/14/2016
24.	LITTLEBITS	China	Registration No. 12385809	Registered 10/14/2016
25.	LITTLEBITS	European Community	Registration No. 011616554	Registered 7/25/13
26.	LITTLEBITS	Hong Kong	Registration No. 303561499	Registered 3/23/2016
27.	LITTLEBITS	India	Registration No. 2677474	Registered 8/11/2016
28.	LITTLEBITS	Indonesia	Application No. D00.2015.056357	Filed 12/7/2015
29.	LITTLEBITS	Israel	Registration No. 279187	Registered 12/4/2017
30.	LITTLEBITS	Japan	Registration No. 5924016	Registered 2/17/2017

31.	LITTLEBITS	Lebanon	Registration No. 170018	Registered 3/3/2016
32.	LITTLEBITS	Malaysia	Application No. 2015067359	Filed 10/15/2015
33.	LITTLEBITS	Malaysia	Registration No. 2015067360	Registered 8/23/2017
34.	LITTLEBITS	Mexico	Registration No. 1648039	Registered 6/20/2016
35.	LITTLEBITS	Mexico	Registration No. 1648040	Registered 6/20/2016
36.	LITTLEBITS	New Zealand	Registration No. 1029408	Registered 4/13/2016
37.	LITTLEBITS	Norway	Registration No. 285438	Registered 1/19/2016
38.	LITTLEBITS	Philippines	Registration No. 42015505882	Registered 5/5/2016
39.	LITTLEBITS	Qatar	Registration No. 103501	Registered 11/18/2018
40.	LITTLEBITS	Qatar	Registration No. 103502	Registered 1/18/2018
41.	LITTLEBITS	Russia	Registration No. 594554	Registered 11/14/2016
42.	LITTLEBITS	Saudi Arabia	Registration No. 1437007201	Registered 5/23/2016
43.	LITTLEBITS	Saudi Arabia	Registration No. 1437007203	Registered 5/23/2016
44.	LITTLEBITS	Serbia	Registration No. 71483	Registered 11/3/2016
45.	LITTLEBITS	Singapore	Registration No. T1214933E	Registered 2/7/2013
46.	LITTLEBITS	South Africa	Application No. 201528983	Filed 10/13/2015

47.	LITTLEBITS	South Africa	Application No. 201528984	Filed 10/13/2015
48.	LITTLEBITS	South Korea	Registration No. 401200306	Registered 9/2/2016
49.	LITTLEBITS	Switzerland	Registration No. 700042	Registered 3/17/2017
50.	LITTLEBITS	Taiwan	Registration No. 01796832	Registered 10/1/2016
51.	LITTLEBITS	Turkey	Registration No. 201597842	Registered 2/17/2017
52.	LITTLEBITS	United Arab Emirates	Registration No. 247108	Registered 11/29/2017
53.	LITTLEBITS	United Arab Emirates	Registration No. 247109	Registered 11/29/2017
54.	LITTLEBITS (Stylized) littleBits	United States	Registration No. 4,655,361	Registered 12/16/14
55.	MAKE SOMETHING THAT DOES SOMETHING	United States	Registration No. 4,756,384	Registered 6/16/2015
56.	MAKING CHANGEMAKERS	United States	Application No. 88021372	Filed 6/29/2018
57.	SNAP THE GAP	United States	Application No. 88302019	Filed 2/14/2019
58.	SNAP THE INTERNET TO ANYTHING	United States	Registration No. 5,151,593	Registered 2/28/2017

SCHEDULE 2

Registered Copyrights

	Title	Country	Registration No.
1.	LittleBits Eyebeam Invitation	United States	TX0007883482
2.		China	2014-F-00157576
3.		China	2014-F-00157578