

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699261

<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>
littleBits Electronics Inc.		08/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sphero, Inc.		
<b>Street Address:</b>	4772 Walnut Street, Suite 206		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4918477	BITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	legal@sphero.com		
<b>Correspondent Name:</b>	AnaLisa Valle		
<b>Address Line 1:</b>	4772 Walnut Street		
<b>Address Line 2:</b>	Suite 206		
<b>Address Line 4:</b>	Boulder, COLORADO 80301		
<b>NAME OF SUBMITTER:</b>	AnaLisa Valle		
<b>SIGNATURE:</b>	/AnaLisa Valle/		
<b>DATE SIGNED:</b>	01/03/2022		
<b>Total Attachments: 9</b>			
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## **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

[SIGNATURE PAGE TO TRADEMARK AND COPYRIGHT ASSIGNMENT]

RECORDED: 01/03/2022

**TRADEMARK**  
REEL: 007548 FRAME: 0073