

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM780050

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900730819		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartThings, Inc.		06/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Samsung Electronics Co., Ltd.		
Street Address:	129, Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do		
City:	Seoul		
State/Country:	KOREA, REPUBLIC OF		
Postal Code:	16677		
Entity Type:	Corporation: KOREA, REPUBLIC OF		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4621914	SMARTTHINGS	
CORRESPONDENCE DATA			
Fax Number:	3124276663		
<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:	3124271300		
Email:	CHIUSTM@LADAS.NET		
Correspondent Name:	Molly Hunsinger, Ladas & Parry LLP		
Address Line 1:	224 S. Michigan Ave., Ste. 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	A22TMA87022		
DOMESTIC REPRESENTATIVE			
Name:	Molly Hunsinger, Ladas & Parry LLP		
Address Line 1:	224 S. Michigan Ave., Ste. 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Molly Hunsinger, Ladas & Parry LLP		
SIGNATURE:	/Molly Hunsinger/		
DATE SIGNED:	01/11/2023		

Total Attachments: 9

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is entered into, as of [June] [20], 2018, by and between SmartThings, Inc., a Delaware corporation with its principal place of business at 665 Clyde Avenue, Mountain View, CA 94043, USA ("Assignor"), on the one hand, and Samsung Electronics Co., Ltd., a Korean corporation with its principal place of business at 129, Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do, 16677, Korea ("Samsung" or "Assignee"), on the other hand.

RECITALS

WHEREAS, Assignee and Assignor have entered into that the IP Purchase Agreement dated as of [June] [20], 2018 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee certain intellectual property, including the Assigned Trademarks and Assigned Domain Names.

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, Assignor's entire right, title and interest in and to such Trademarks and Assigned Domain Names;

NOW, THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the purchase price to be paid by Assignee to Assignor under the Purchase Agreement and \$1.00, the receipt and sufficiency of which each party hereto hereby acknowledges, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1 "Assigned Domain Names" shall mean the domain names listed on Schedule A and all other domain names owned by Assignor.

1.2 "Assigned Trademarks" shall mean shall mean the trademarks and service marks listed on Schedule B and all other trademarks, service marks, logos, trade names, company names, and other source identifiers owned by Assignor (collectively, the "Trademarks"), together with the goodwill of the business associated with and symbolized by the Trademarks, including all common law rights and any and all (a) rights to collect royalties, fees, income, payment or other proceeds under or on account of any of the Trademarks now or hereafter due or payable to Assignor; (b) claims and causes of action (whether known or unknown, whether currently pending, filed, or otherwise, or whether accruing before, on, or after the date hereof) and other enforcement rights under, or on account of, any of the Trademarks including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement, violation, breach or default; and (c) subject to applicable law, rights to apply in any or all countries of the world trademark and service

mark protections or registrations, or other governmental grants or issuances of any type related to any of the foregoing..

2. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally sells, assigns, conveys, transfers, and delivers to Assignee all right, title, and interest, throughout the world, in and to the Assigned Domain Names and the Assigned Trademarks.
3. **REGISTRATION.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any jurisdiction foreign to the United States, including but not limited to those jurisdictions listed on Schedule A hereto, charged with the registration and issuance of trademarks in such jurisdictions to record Assignee as the owner of the Assigned Trademarks and to issue to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument, all future certificates, notices and any other communications and documents bearing on the Assigned Trademarks. Further, Assignor hereby instructs, authorizes, and directs any and all registrars of the Assigned Domain Names to transfer the Assigned Domain Names to an account as directed by Assignee. Assignor or Assignee are hereby expressly permitted and authorized to provide a copy of this Assignment to any such registrar as necessary to accomplish such transfer.
4. **Consummation of Transaction.** At the reasonable request of Assignee after Closing, Assignor will, at Assignee's expense, execute, verify, acknowledge, have authenticated and deliver any instrument and do and perform such other acts and things as may be reasonably necessary, proper, or desirable, for effecting completely the consummation of the transactions contemplated hereby.
5. **Perfection and Enforcement of Rights.** At the reasonable request of Assignee, Assignor will, at Assignee's expense, reasonably assist Assignee in obtaining, perfecting, sustaining, and/or enforcing any rights in connection with the Assigned Trademarks and Assigned Domain Names. Without limiting the foregoing, in the case of the Assigned Domain Names, Assignor will transfer (or accept a request to transfer) the Assigned Domain Names to an account and/or registrar of Assignee's choosing, unlock the Assigned Domain Names, and provide Assignee with all applicable authorization codes.
6. **Attorney In Fact.** In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any documents Assignee is entitled to under the foregoing provisions of Sections 4 and 5, or to secure any other conduct or activity by Assignor that Assignee is entitled to under the foregoing provisions of Sections 4 and 5, Assignor hereby irrevocably designates and appoints Assignee as Assignor's duly authorized officer, agent, and attorney-in-fact to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes the foregoing provisions of Sections 4 and 5 with the same legal force and effect as if executed by Assignor. Assignor further agrees that in the event Assignee subsequently assigns any of the Assigned Trademarks or Assigned Domain Names, Assignee's successors and assigns with respect to such Assigned Trademark or Assigned Domain Name, including their duly authorized officers and agents, shall be Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any such

document and to do all other lawfully permitted acts to further the purposes of the foregoing provisions of this Section 6 with the same legal force and effect as if executed by Assignor.

7. **No Royalty Obligations.** Assignor acknowledges and agrees that, except as explicitly set forth in the Purchase Agreement, Assignee or its successors or assignees shall not owe Assignor any royalties or other monetary obligations with respect to any of the Trademarks or Domain Names or any other proprietary rights related to the business of Assignee.

8. **Miscellaneous.**

8.1 Incorporation by Reference. The parties hereto acknowledge and agree that the Schedules attached hereto are an integral part of this Assignment, and are hereby incorporated by reference herein and made a part hereof.

8.2 Governing Law; Venue/Jurisdiction. The validity, interpretation and performance of this Assignment and any disputes arising hereunder shall be governed and construed in accordance with the laws of the State of Delaware, without regard to the conflict of law principles thereof. Any dispute regarding the validity, interpretation and/or enforcement of this Assignment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with such rules. Arbitration shall take place in California and the language of arbitration shall be English. The arbitration hearings shall be confidential.

8.3 Assignment. Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

8.4 Miscellaneous. This Assignment (including the Schedules attached hereto) and the Purchase Agreement constitute the entire agreement between the parties and supersede all prior agreements and understandings, oral and/or written, between the parties with respect to the subject matter hereof and thereof. Each of the parties hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment. The terms and conditions of the Purchase Agreement shall be controlling over the terms and conditions of this Assignment in the event of any perceived or actual conflict between the Purchase Agreement and this Assignment. The headings of the articles, sections and paragraphs contained in this Assignment are inserted for convenience only and will not be deemed to constitute part of this Assignment or to affect the construction thereof. Whenever the words "include", "includes" or "including" are used in this Assignment, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. If any term or provision of this Assignment is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Assignment. This Assignment may only be

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IN WITNESS WHEREOF, each of the parties has caused this Assignment to be duly executed in duplicate originals by their duly authorized representatives as of the day and year first above written.

Assignor:

SmartThings, Inc.

Signature

Printed Name

Title

Assignee:

Samsung Electronics Co., Ltd.

SAMSUNG ELECTRONICS CO., LTD.

Signature

Printed Name

Title

Kim Nam Kim, Vice Chairman & CEO

Schedule A

Assigned Domain Names

Domain Name	Paid Through Date	Status	Renewal Status	TLD
physicalgraph.com	2025-04-13	registered locked	Auto Renewal	.com
smarthings.co.uk	2021-01-26	registered locked	Auto Renewal	.co.uk
smarthings.fi	2019-11-16	registered locked	Auto Renewal	.fi
smarthings.london	2020-11-11	registered locked	Auto Renewal	.london
smarthings.ae	2019-06-16	registered locked	Auto Renewal	.ae
smarthings.ag	2019-06-15	registered locked	Auto Renewal	.ag
smarthings.asia	2019-10-22	registered locked	Auto Renewal	.asia
smarthings.be	2020-10-23	registered locked	Auto Renewal	.be
smarthings.biz	2019-10-18	registered locked	Auto Renewal	.biz
smarthings.bz	2019-10-19	registered locked	Auto Renewal	.bz
smarthings.ca	2020-10-01	registered locked	Auto Renewal	.ca
smarthings.cc	2019-10-19	registered locked	Auto Renewal	.cc
smarthings.cl	2019-06-16	registered locked	Auto Renewal	.cl
smarthings.cloud	2020-02-10	registered locked	Auto Renewal	.cloud
smarthings.co.at	2019-06-15	registered locked	Auto Renewal	.co.at
smarthings.co.hu	2019-07-03	registered locked	Auto Renewal	.co.hu
smarthings.co.id	2019-06-20	registered locked	Auto Renewal	.co.id
smarthings.co.il	2019-06-17	registered locked	Auto Renewal	.co.il
smarthings.co.kr	2021-02-17	registered locked	Auto Renewal	.co.kr
smarthings.co.uk	2020-09-27	registered locked	Auto Renewal	.co.uk
smarthings.co.za	2019-10-22	registered locked	Auto Renewal	.co.za
smarthings.com	2025-09-30	registered premium locked	Auto Renewal	.com
smarthings.com.ag	2019-06-15	registered locked	Auto Renewal	.com.ag
smarthings.com.bz	2019-10-19	registered locked	Auto Renewal	.com.bz
smarthings.com.co	2019-10-18	registered locked	Auto Renewal	.com.co
smarthings.com.cs	2019-10-19	registered locked	Auto Renewal	.com.cs
smarthings.com.gr	2019-06-15	registered locked	Auto Renewal	.com.gr
smarthings.com.hk	2020-11-19	registered locked	Auto Renewal	.com.hk
smarthings.com.hr	2019-06-16	registered locked	Auto Renewal	.com.hr
smarthings.com.lk	2019-07-01	registered locked	Auto Renewal	.com.lk
smarthings.com.mx	2019-10-19	registered locked	Auto Renewal	.com.mx
smarthings.com.pe	2019-10-19	registered locked	Auto Renewal	.com.pe
smarthings.com.pl	2019-05-26	registered locked	Auto Renewal	.com.pl
smarthings.com.pr	2019-06-16	registered locked	Auto Renewal	.com.pr
smarthings.com.pt	2019-06-15	registered locked	Auto Renewal	.com.pt
smarthings.com.ro	2019-06-17	registered locked	Auto Renewal	.com.ro
smarthings.com.ru	2019-08-11	registered locked	Auto Renewal	.com.ru
smarthings.com.tw	2019-10-19	registered locked	Auto Renewal	.com.tw
smarthings.community	2019-06-15	registered locked	Auto Renewal	.community
smarthings.company	2020-08-10	registered locked	Auto Renewal	.company
smarthings.dev	2021-01-16	registered locked	Auto Renewal	.dev
smarthings.dk	2021-03-31	registered locked	Auto Renewal	.dk
smarthings.earth	2019-11-18	registered locked	Auto Renewal	.earth
smarthings.ec	2019-06-16	registered locked	Auto Renewal	.ec

smarthings.es	2019-09-21	registered locked	Auto Renewal	.es
smarthings.eu	2020-04-30	registered locked	Auto Renewal	.eu
smarthings.events	2019-06-15	registered locked	Auto Renewal	.events
smarthings.fr	2020-07-15	registered locked	Auto Renewal	.fr
smarthings.gl	2019-06-16	registered locked	Auto Renewal	.gl
smarthings.hk	2020-11-05	registered locked	Auto Renewal	.hk
smarthings.house	2019-04-20	registered locked	Auto Renewal	.house
smarthings.id	2019-06-20	registered locked	Auto Renewal	.id
smarthings.ie	2021-03-24	registered locked	Auto Renewal	.ie
smarthings.im	2019-10-25	registered locked	Auto Renewal	.im
smarthings.in	2019-10-19	registered locked	Auto Renewal	.in
smarthings.inc		pending	Auto Renewal	.inc
smarthings.info	2019-10-19	registered locked	Auto Renewal	.info
smarthings.io	2019-10-19	registered locked	Auto Renewal	.io
smarthings.is	2019-06-16	registered locked	Auto Renewal	.is
smarthings.jobs	2019-06-15	registered locked	Auto Renewal	.jobs
smarthings.kr	2021-02-17	registered locked	Auto Renewal	.kr
smarthings.li	2019-06-29	registered locked	Auto Renewal	.li
smarthings.life	2019-12-24	registered locked	Auto Renewal	.life
smarthings.lighting	2019-04-20	registered locked	Auto Renewal	.lighting
smarthings.london	2021-01-14	registered locked	Auto Renewal	.london
smarthings.lu	2019-06-15	registered unlocked	Auto Renewal	.lu
smarthings.marketing	2019-06-15	registered locked	Auto Renewal	.marketing
smarthings.mobi	2019-10-19	registered locked	Auto Renewal	.mobi
smarthings.ms	2019-06-16	registered locked	Auto Renewal	.ms
smarthings.mx	2019-10-19	registered locked	Auto Renewal	.mx
smarthings.nl	2020-11-11	registered locked	Auto Renewal	.nl
smarthings.nu	2019-10-18	registered locked	Auto Renewal	.nu
smarthings.org.uk	2019-06-15	registered locked	Auto Renewal	.org.uk
smarthings.pe	2019-06-16	registered locked	Auto Renewal	.pe
smarthings.ph	2019-06-15	registered locked	Auto Renewal	.ph
smarthings.pl		informational	Auto Renewal	.pl
smarthings.pro	2019-06-16	registered locked	Auto Renewal	.pro
smarthings.pt	2019-06-15	registered locked	Auto Renewal	.pt
smarthings.qa	2020-10-22	registered locked	Auto Renewal	.qa
smarthings.sg	2019-06-16	registered locked	Auto Renewal	.sg
smarthings.space	2019-06-16	registered locked	Auto Renewal	.space
smarthings.support	2019-06-15	registered locked	Auto Renewal	.support
smarthings.tel	2019-10-21	registered locked	Auto Renewal	.tel
smarthings.tools	2020-11-28	registered locked	Auto Renewal	.tools
smarthings.tw	2019-10-19	registered locked	Auto Renewal	.tw
smarthings.uk	2019-07-09	registered locked	Auto Renewal	.uk
smarthings.us	2019-04-19	registered locked	Auto Renewal	.us
smarthings.us.com	2019-10-19	registered locked	Auto Renewal	.us.com
smarthings.vg		hold	Auto Renewal	.vg
smarthingsadmin.com	2019-05-15	registered locked	Auto Renewal	.com
smarthingsadmin.info	2019-05-15	registered locked	Auto Renewal	.info
smarthingsadmin.net	2019-05-15	registered locked	Auto Renewal	.net

Schedule B

Assigned Trademarks

Trademark	Country	Status	Serial Number	Registration Number	Registration Number	Registration Number
PHYSICAL GRAPH	Australia	Registered	1600857	01/14/2014	1600857	01/14/2014
SMARTTHINGS	Australia	Registered	1600853	01/14/2014	1600853	01/14/2014
SMARTTHINGS	Canada	Registered	1659591	01/14/2014	918723	10/29/2015
SMARTTHINGS and Design 	European Union	Published	12892642	05/21/2014		
PHYSICAL GRAPH and Design  Physical Graph	European Union	Registered	12903241	05/23/2014	12903241	10/15/2014
PHYSICAL GRAPH	New Zealand	Registered	991040	01/14/2014	991040	07/15/2014
SMARTTHINGS	New Zealand	Registered	991038	01/14/2014	991038	07/15/2014
SMARTTHINGS	United States of America	Registered	85-900206	04/10/2013	4621914	10/14/2014
SMARTAPPS	United States of America	Registered	85-980928	04/10/2013	4482816	02/11/2014
HELLO, HOME	United States of America	Registered	86-301226	06/05/2014	4671070	01/13/2015
ADD A LITTLE SMARTNESS TO YOUR THINGS	United States of America	Registered	87-109501	07/19/2016	5438949	04/03/2018
SMARTTHINGS LINK	United States of America	Registered	87-379576	03/21/2017	5476722	05/22/2018