

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pebble Tech (Assignment for the Benefit of Creditors), LLC		12/06/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fitbit, Inc.		
Street Address:	405 Howard Street, Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86276459	PEBBLE	
Serial Number:	86276458	PEBBLE	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Karen A. Webb		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	33338-00075-2185		
NAME OF SUBMITTER:	Karen A. Webb		
SIGNATURE:	/kaw/		
DATE SIGNED:	08/01/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) is made effective this 6th day of December, 2016, by and between Pebble Tech (assignment for the benefit of creditors) LLC, a California limited liability company, solely in its capacity as assignee under a general assignment for the benefit of creditors of Assignors (“**Assignor**”) and Fitbit, Inc., a Delaware corporation (“**Assignee**”).

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 the date hereof (the “**Purchase Agreement**”), by and among Assignor, Assignee, Pebble Industries Inc., a Delaware corporation (“**Parent**”), Pebble Technology, Corp., a Delaware corporation (“**Company**”) and Fitbit Holdings Unlimited Company, an unlimited company incorporated under the laws of Ireland and a direct or indirect subsidiary of Buyer (“**Irish Sub**”, and, together with Assignee, the “**Buyer Group**”), pursuant to which, among other things, Parent and Company, as assignors, plan to effect a general assignment for the benefit of creditors with Seller as assignee and Seller agreed to sell to Buyer Group, and Buyer Group agreed to acquire from Seller the Assets, and Seller agreed to assign to the Buyer Group, and Buyer Group agreed to assume from Seller the Assumed Liabilities on the terms and pursuant to the conditions of the Purchase Agreement;

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;

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase 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 are 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 U.S. State, or 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.


Assignee and Assignors 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 Assignors.

[Remainder of page intentionally left blank]

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

ASSIGNOR:

PEBBLE TECH (ASSIGNMENT FOR THE BENEFIT OF CREDITORS) LLC

By: 
Name: *Michael A. Madry*
Title: *mgr.*

ASSIGNEE:

FITBIT, INC.

By: _____
Name: James Park
Title: Chief Executive Officer

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

ASSIGNOR:

PEBBLE TECH (ASSIGNMENT FOR THE BENEFIT OF CREDITORS) LLC

By: _____
Name:
Title:

ASSIGNEE:

FITBIT, INC.

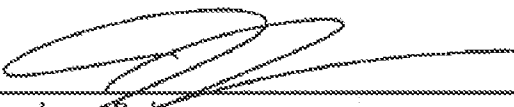
By:  _____
Name: James Park
Title: Chief Executive Officer

Exhibit A

Marks

Mark	Source	Application Number	Registration Number	Application Date	Registration Date
PEBBLE	USPTO	App 86276459	Reg 4943903	App 09-MAY-2014	Reg 26-APR-2016
PEBBLE	USPTO	App 86276458	Reg 4662987	App 08-MAY-2014	Reg 30-DEC-2014
PEBBLE	Canada	App 1680608		App 10-JUN-2014	
PEBBLE	Argentina	App 3342709	Reg 2737353	App 29-JUL-2014	Reg 03-JUL-2015
PEBBLE	Argentina	App 3342708	Reg 2737177	App 29-JUL-2014	Reg 03-JUL-2015
PEBBLE	Brazil	App 907944981		App 09-JUL-2014	
PEBBLE	Brazil	App 907945023		App 09-JUL-2014	
PEBBLE	Brazil	App 907945007		App 09-JUL-2014	
PEBBLE	Brazil	App 907945015		App 09-JUL-2014	
PEBBLE	Chile	App 1129773	Reg 1198266	App 30-OCT-2014	Reg 07-MAR-2016
PEBBLE	Chile	App 1114833	Reg 1144802	App 11-JUL-2014	Reg 10-DEC-2014
pebble	Turkey	App 2015/100297 (2015100297)		App 08-DEC-2015	
pebble	Turkey	App 2014/89967		App 06-NOV-2014	
Pebble	EU trade marks	App 13003645		App 17-JUN-2014	
Pebble	EU trade marks	App 12862264		App 09-MAY-2014	
PEBBLE	United Arab Emirates	App 226526	Reg 226526	App 05-FEB-2015	Reg 07-FEB-2016
PEBBLE	United Arab Emirates	App 226528	Reg 226528	App 05-FEB-2015	Reg 07-FEB-2016
PEBBLE	Hong Kong	App 303041342	Reg 303041342	App 20-JUN-2014	Reg 20-JUN-2014
PEBBLE	India	App 2969960		App 16-JUN-2014	

PEBBLE	Taiwan	App 103034105	Reg 01703886	App 17-JUN-2014	Reg 16-APR-2015
PEBBLE	International Register		Reg 1238121		Reg 16-JUN-2014