

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333595

<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>
Paymentwall Inc.		02/23/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PW Inc.		
<b>Street Address:</b>	630 S. Rancho Dr., Suite F		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89106		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85470004	MOBILEPAY+	
<b>Serial Number:</b>	85469998	PAYMENTWALL	
<b>Serial Number:</b>	85470006	2-CLICK PAYMENTS	
<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>	sam@paymentwall.com		
<b>Correspondent Name:</b>	Samuel Carstensen		
<b>Address Line 1:</b>	235 9th Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 91403		
<b>NAME OF SUBMITTER:</b>	Samuel Carstensen		
<b>SIGNATURE:</b>	/Samuel Carstensen/		
<b>DATE SIGNED:</b>	02/27/2015		
<b>Total Attachments: 3</b>			
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source=Assignment of MobilePay, Paymentwall, 2Click#page2.tif			
source=Assignment of MobilePay, Paymentwall, 2Click#page3.tif			

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## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into this 23 day of February, 2015, by and between Paymentwall Inc., a California corporation having its principal place of business at 235 9th Street, San Francisco, CA 94103 ("Assignor"), and PW Inc. ("Assignee"), a Nevada corporation having its principal place of business at 630 S. Rancho Dr., Suite F, Las Vegas, Nevada 89106.

WHEREAS, Assignor is the owner of the Trademarks (described in Exhibit A) and the goodwill of the business relating to the products upon which the Trademarks are used and for which they are registered (the "Goodwill"); and

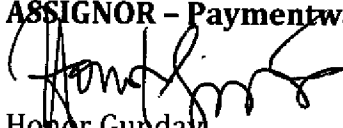
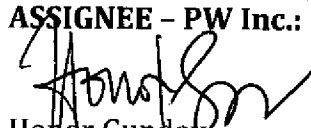
WHEREAS, Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademarks (the "Trademarks") along with the Goodwill.

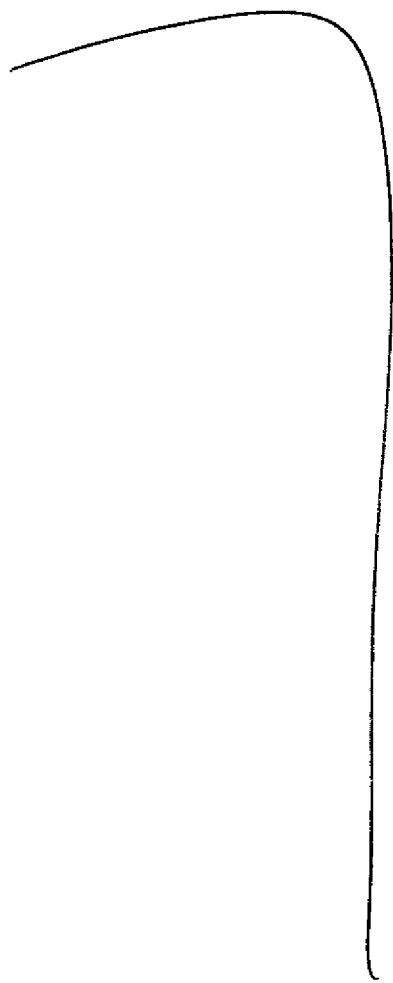
NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Assignor hereby conveys, transfers, assigns, and delivers to Assignee, the entire right, title and interest in and to the Trademarks, together with (i) the Goodwill; (ii) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (iii) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.
2. Despite the preceding paragraph, nothing in this Assignment shall be construed to vest in the Assignee any right, title, or interest in the Trademarks or in any registrations of the Trademarks outside the United States.
3. No share, interest, Assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party except as disclosed to the Assignee by the Assignor.
4. The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the trade dress, labels, and designs associated with the Trademarks.
5. The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.
6. Assignor hereby authorizes and requests that the US Commissioner for Trademarks record Assignee as the owner of the applications submitted for the Trademarks by the Assignor.

7. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
8. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

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

<b>ASSIGNOR - Paymentwall Inc.:</b>  Honor Gunday Chief Executive Officer	<b>ASSIGNEE - PW Inc.:</b>  Honor Gunday Chief Executive Officer
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**EXHIBIT A  
TRADEMARKS**

1. MOBILEPAY+  
Serial No.: 85470004  
Filing Date: November 10, 2011
2. PAYMENTWALL  
Serial No.: 85469998  
Filing Date: November 10, 2011
3. 2-CLICK PAYMENTS  
Serial No.: 85470006  
Filing Date: November 10, 2011

