

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390736

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900368442		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ripple Labs, Inc. d/b/a Ripple		06/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	402 Technologies, S.A.		
Street Address:	10, Rue Antoine Jans		
City:	L-1820 Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	198312		
Entity Type:	Corporation: LUXEMBOURG		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86885778	INTERLEDGER PROTOCOL	
Serial Number:	86885786	INTERLEDGER PROTOCOL	
Serial Number:	86885792	INTERLEDGER PROTOCOL	
Serial Number:	86885735	ILP	
Serial Number:	86885748	ILP	
Serial Number:	86885766	ILP	
CORRESPONDENCE DATA			
Fax Number:	3053583309		
<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:	(305) 358-5001		
Email:	phipdocketing@cozen.com, akessler@cozen.com, breyes@cozen.com		
Correspondent Name:	Ashley G. Kessler c/o Cozen O'Connor		
Address Line 1:	2 South Biscayne Boulevard		
Address Line 2:	One Biscayne Tower, 30th Floor		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	PHILLIPS - 389645		
DOMESTIC REPRESENTATIVE			

TRADEMARK

Name:	Ashley G. Kessler c/o Cozen O'Connor
Address Line 1:	2 South Biscayne Boulevard
Address Line 2:	One Biscayne Tower, 30th Floor
Address Line 4:	Miami, FLORIDA 33131
NAME OF SUBMITTER:	Ashley G. Kessler
SIGNATURE:	/Ashley G. Kessler/
DATE SIGNED:	07/08/2016
Total Attachments: 3 source=US Fully Executed Assignment#page1.tif source=US Fully Executed Assignment#page2.tif source=US Fully Executed Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 7th day of June, 2016, (the "Effective Date"), by and between Ripple Labs, Inc., d/b/a Ripple, a Delaware corporation, having its principal place of business located at 268 Bush Street #2724, San Francisco, California 94104, United States of America ("Assignor"), and 402 Technologies S.A., having its principal place of business located at 10, Rue Antoine Jans, L-1820 Luxembourg, R.C.S. Luxembourg B 198312 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks registrations and applications set forth on Exhibit A attached hereto and made a part hereof (the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as set forth below:

Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registration included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the Trademarks set forth on Exhibit A to Assignee, as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any and all documents reasonably necessary at any time now or in the future to effect and/or perfect this Assignment or to confirm Assignee's ownership of the Trademarks.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date first above written.

"ASSIGNOR"

Ripple Labs, Inc.

By: 

Name: Norman Reed

Title: General Counsel

"ASSIGNEE"

402 Technologies S.A.

By: 

Name: KAREN E. GIFFORD

Title: BOARD CHAIR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

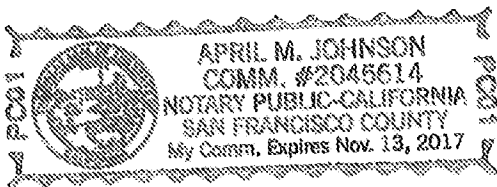
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN FRANCISCO)
On June 7, 2016 before me, APRIL M. JOHNSON, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared Norman Reed and
Name(s) of Signer(s)
Karen E. Gifford

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Trademark Assignment Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer -- Title(s):
[] Partner -- [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: