

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOBEAM, INC.		02/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Samsung Pay, Inc.		
Street Address:	3 Van de Graaff Drive		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77496187	CLIPPOD	
Serial Number:	78906052	MOBEAM	
Serial Number:	86055358	BEEP 'N GO	
Serial Number:	85917288	OMNIBEAM	
Serial Number:	85021215	NÜMI	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	617-956-5928		
Email:	sbell@fr.com		
Correspondent Name:	Cynthia Johnson Walden		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	44678-0001001		
NAME OF SUBMITTER:	Cynthia Johnson Walden		
SIGNATURE:	/cynthia johnson walden/		
DATE SIGNED:	06/06/2017		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of February 3, 2017 (the "Effective Date") between **MOBEAM INC.**, a Delaware corporation ("Assignor"), and **SAMSUNG PAY, INC.**, a Delaware corporation ("Assignee"). For clarity, this Assignment is effective immediately following the execution of the Trademark Assignment between ecrio inc. and Assignor dated on or prior to the Effective Date.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all right, title, and interest in and to any and all of the following (collectively, the "Trademark Rights"):

(a) all right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the trademark, trademark registration and other trademark rights set forth in Schedule A (collectively, the "Assigned Trademarks"), together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;

(b) all rights to causes of action and remedies related to the Assigned Trademarks, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks;

(d) all rights to prosecute and maintain the Assigned Trademarks; and

(e) all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.

2. Assignor represents, warrants and covenants that:

(a) Assignor has the full power and authority to make the assignments of Trademark Rights to Assignee as set forth in this Assignment; and

(b) Assignor has not assigned, granted or otherwise transferred any right, title, or interest in or to any Trademark Right to any person or entity other than Assignee.

3. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

4. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Trademark Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

5. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

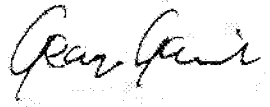
6. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

MOBEAM INC.

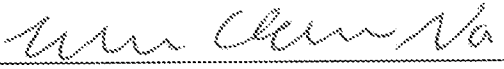
By:  _____

Name: George Garrick

Title: CEO _____

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

SAMSUNG PAY, INC.

By: 

Name: Wun-Cheun Na

Title: Chief Operating Officer &
Chief Financial Officer

Schedule A

	Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date
1.	CLIPPOD CLIPPOD	United States	77496187	11-JUN-2008		
2.	MOBEAM MOBEAM	United States	78906052	12-JUN-2006	3357907	18-DEC-2007
3.	MOBEAM MOBEAM	EU trade marks	5547245	12-DEC-2006	5547245	14-NOV-2007
4.	MOBEAM MOBEAM	Hong Kong	302700882	09-AUG-2013	302700882	09-AUG-2013
5.	MOBEAM MOBEAM	Taiwan	102044106	12-AUG-2013	01627308	16-FEB-2014
6.	MOBEAM	International Register			1192337	15-JAN-2014
7.	MOBEAM	Vietnam			1192337	15-JAN-2014
8.	MOBEAM	Mongolia			1192337	15-JAN-2014
9.	MOBEAM	Singapore			1192337	15-JAN-2014
10.	MOBEAM	Japan			1192337	15-JAN-2014
11.	MOBEAM	Australia			1192337	15-JAN-2014
12.	MOBEAM	New Zealand			1192337	15-JAN-2014
13.	MOBEAM	Republic of Korea			1192337	15-JAN-2014
14.	MOBEAM	China			1192337	15-JAN-2014
15.	MOBEAM	Philippines			1192337	15-JAN-2014
16.	BEEP 'N GO BEEP 'N GO	United States	86055358	04-SEP-2013	4633789	04-NOV-2014
17.	OMNIBEAM OMNIBEAM	United States	85917288	29-APR-2013	4447702	10-DEC-2013
18.	NÜMI NÜMI	United States	85021215	22-APR-2010	3905855	11-JAN-2011
19.	MOBEAM	India	2710059	15-JAN-2014		
20.	MOBEAM	Indonesia	D002013039882	26-AUG-2013		