

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763159

<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>
BBPOS Limited		10/01/2022	Limited Company (Ltd.): HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stripe, Inc.		
<b>Street Address:</b>	354 Oyster Point Blvd.		
<b>City:</b>	South San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94080		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6789885	WISEMANAGER	
<b>Registration Number:</b>	6563248	WISEPIN	
<b>Registration Number:</b>	6317335	WISEMANAGER	
<b>Registration Number:</b>	5115036	CHIPPER	
<b>Registration Number:</b>	4952005	WISEPOS	
<b>Registration Number:</b>	4765842	WISEPAD	
<b>Registration Number:</b>	5380951	BBPOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125451656		
<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>Phone:</b>	9294760048		
<b>Email:</b>	trademarks@offitkurman.com, matthew.asbell@offitkurman.com		
<b>Correspondent Name:</b>	Matthew D. Asbell		
<b>Address Line 1:</b>	590 Madison Avenue, 6th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	06500003.00610		
<b>NAME OF SUBMITTER:</b>	Matthew D. Asbell		
<b>SIGNATURE:</b>	/ma/		

CH \$190.00 6789885

**DATE SIGNED:**

10/24/2022

**Total Attachments: 9**

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## EXECUTION VERSION

### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made as of October 1, 2022 (the “Effective Date”), by and between BBPOS Limited (環匯系統有限公司) (“Assignor”), and Stripe, Inc. (“Assignee”).

**WHEREAS**, Assignor is the sole and exclusive owner of all rights, title and interests in and to the trademarks and trademark applications set forth in Schedule A (the “Assigned Trademarks”); and

**WHEREAS**, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all rights, title and interests in and to the Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all rights, title and interests in and to the Assigned Trademarks, together with the goodwill and common law rights associated therewith, all other corresponding rights secured under the applicable laws of each of the Assigned Trademarks and all claims and rights to bring, make, oppose, defend and appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of past, present or future infringement, unauthorized use or other violation of the Assigned Trademarks, including the right to sue for injunctive relief and collect all proceeds and damages therefrom (whether before or after the date hereof), and the right (where applicable) to file trademark applications under the Paris Convention corresponding to or based on any of the applications for the Assigned Trademarks and to claim priority from such applications.
2. Recordation. Assignor hereby authorizes and requests the competent entities or agencies in the applicable countries of the Assigned Trademarks, to record Assignee as the assignee and owner of the Assigned Trademarks and issue any and all trademark certificates which may be granted upon any of the Assigned Trademarks in the name of Assignee.
3. License. For the period from the Effective Date to the relevant effective date of the assignment of each of the Assigned Trademarks, the Assignor hereby grant to Assignee an irrevocable, exclusive and royalty-free licence to use such Assigned Trademarks in the applicable jurisdiction.
4. Further Assurances. Assignor hereby covenants and agrees, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents as soon as reasonably practicable after the Effective Date and take any such other action as may be reasonably necessary or appropriate to implement this Trademark Assignment and carry out the intent and purposes of this Trademark Assignment, including to secure the vesting in Assignee of the Assigned Trademarks. Assignor further undertakes that it will transfer any materials or records which can document or prove the use of the Assigned Trademarks before the Effective Date of this Trademark Assignment.
5. Severability. Any term or provision of this Trademark Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

6. Governing law. This Trademark Assignment is governed by and is to be interpreted and enforced in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.
7. Arbitration. Any controversy or claim arising out of or relating to this Trademark Assignment, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be New York, New York, and the language of arbitration shall be English. A party has the right to seek conservatory or interim relief in any court of competent jurisdiction to prevent the actual or anticipated breach of this Trademark Assignment.
8. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed and executed by its undersigned duly authorized officer.

BBPOS Limited (環匯系統有限公司)

"Assignor"

By: \_\_\_\_\_

Name: LO Chi Wah 盧志華

Title: Director

*Accepted:*

Stripe, Inc.

"Assignee"

By: \_\_\_\_\_

Name: Elissa Port

Title: Assistant Secretary

Trademark Assignment Agreement  
(BBPOS HK)

**TRADEMARK**  
**REEL: 007875 FRAME: 0863**

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed and executed by its undersigned duly authorized officer.

BBPOS Limited (環匯系統有限公司)

“Assignor”

By: \_\_\_\_\_

Name: LO Chi Wah 盧志華

Title: Director

*Accepted:*

Stripe, Inc.

“Assignee”

By: \_\_\_\_\_ 

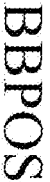
Name: Elissa Port

Title: Assistant Secretary

Trademark Assignment Agreement  
(BBPOS HK)

**TRADEMARK**  
**REEL: 007875 FRAME: 0864**

Schedule A  
Assigned Trademarks

Trademark/Application Number	Mark	Country	Class(es)	Application Date
32778399		CN	9	9 August 2018
32778398		CN	42	9 August 2018
13155018		CN	9	29 August 2013
13155017		CN	9	29 August 2013
13155016		CN	9	29 August 2013
13155015		CN	42	29 August 2013
13155014		CN	42	29 August 2013
13155013		CN	42	29 August 2013

Trademark/Application Number	Mark	Country	Class(es)	Application Date
App. No. 3657140 Reg. No. 2999599	BBPOS	Argentina	42	2 November 2017
App. No. 3657139 Reg. No. 2999598	BBPOS	Argentina	9	2 November 2017
App. No. 1867295 Reg. No. TMAI1071352	BBPOS	Canada	9, 42	10 November 2017
1266894	BBPOS	European Union	9, 42	10 July 2015
3693824	BBPOS	India	9, 42	1 November 2017
J002017067092/IDM000772385	BBPOS	Indonesia	42	18 December 2017
App D002017067089	BBPOS	Indonesia	9	18 December 2017
1377942	BBPOS	International Register	9, 42	1 November 2017
1266894	BBPOS	International Register	9, 42	10 July 2015
2017075561	BBPOS	Malaysia	42	19 December 2017
2017075555	BBPOS	Malaysia	9	19 December 2017
App. No. 1377942 Reg. No. 1906089	BBPOS	Mexico	9	1 November 2017



Trademark/Application Number	Mark	Country	Class(es)	Application Date
App. No. 1377942 Reg. No. 1906090	BBPOS	Mexico	42	1 November 2017
App. No. 1377942 Reg. No. 40201723912W	BBPOS	Singapore	9, 42	1 November 2017
1377942	BBPOS	South Korea	9	1 November 2017
3396590	BBPOS	UK	9, 42	2 May 2019
App. No. 86536292 Reg. No. 5380951	BBPOS	US	9, 42	16 February 2015
2017-019882	BBPOS	Venezuela	Class 9, National class 21	17 November 2017
App. No. 2017-19881 Reg. No. P372220	BBPOS	Venezuela	Class 9, National class 26	17 November 2017
App. No. 2017-019880 Reg. No. S070708	BBPOS	Venezuela	Class 42, National Class 50	17 November 2017
App. No. 1377942	BBPOS	Vietnam	9	1 November 2017
App. No. 86441490 Reg. No. 5115036	CHIPPER	US	9	31 October 2014
App. No. 3728799 Reg. No. 3111671	WISECUBE	Argentina	9	30 July 2018

Trademark/Application Number	Mark	Country	Class(es)	Application Date
App. No. 3728800 Reg. No. 3111672	WISSECUBE	Argentina	42	30 July 2018
915138891	WISSECUBE	Brazil	9	1 August 2018
915138999	WISSECUBE	Brazil	42	1 August 2018
App. No. 1912479 Reg. No. TMA1116444	WISSECUBE	Canada	9, 42	31 July 2018
18270303	WISSECUBE	EU	9, 42	9 July 2020
3512541	WISSECUBE	UK	9, 42	30 July 2018
18041147	WISEMANAGER	EU	9, 42	27 March 2019
3387206	WISEMANAGER	UK	9, 42	27 March 2019
App. No. 88980534 Reg. No. 6317335	WISEMANAGER	US	42	18 December 2018
App. 88233182/ Reg. 6789885	WISEMANAGER	US	9	18 December 2018
App. 86314282 Reg. 4765842	WISEPAD	US	9	19 June 2014
18041416	WISEPIN	EU	9, 42	26 March 2019

Trademark/Application Number	Mark	Country	Class(es)	Application Date
3386739	WISEPIN	UK	9, 42	26 March 2019
App. No. 88235549 Reg. No. 6563248	WISEPIN	US	9, 42	19 December 2018
App. No. 86314270 Reg. No. 4952005	WISEPOS	US	9	19 June 2014
801266894	BBPOS	UK	9, 42	10 July 2015
UK00003512541	WISECUBE	UK	9, 42	30 July 2018
918270303	WISECUBE	UK	9, 42	9 July 2020
918041416	WISEPIN	UK	9, 42	26 March 2019
918041147	WISEMANAGER	UK	9, 42	27 March 2019