

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2767785

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	STOCK PURCHASE AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	LUMBER LABS, INC.	07/17/2012
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PAYPAL, INC.	
<b>Street Address:</b>	2211 NORTH FIRST STREET	
<b>City:</b>	SAN JOSE	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95121	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	13101067	
<b>PCT Number:</b>	US1236561	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(214)200-0853	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2146515000	
<b>Email:</b>	nuo.qu@haynesboone.com	
<b>Correspondent Name:</b>	HAYNES AND BOONE, LLP	
<b>Address Line 1:</b>	2323 VICTORY AVE.	
<b>Address Line 2:</b>	SUITE 700	
<b>Address Line 4:</b>	DALLAS, TEXAS 95125	
<b>ATTORNEY DOCKET NUMBER:</b>	70481.1 LUMBER2PAYPAL	
<b>NAME OF SUBMITTER:</b>	TOM CHEN	
<b>SIGNATURE:</b>	/Tom Chen/	
<b>DATE SIGNED:</b>	03/13/2014	
<b>Total Attachments: 18</b>		
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**LUMBER LABS, INC.**

**Disclosure Schedule to the  
Stock Purchase Agreement  
Dated July 17, 2012**

The following are disclosures and exceptions to the representations and warranties made by Michael Mettler and Josh Bleecher Snyder, (the "Founders") in Article 3 of the Stock Purchase Agreement, dated July 17, 2012 (the "Agreement") among: PAYPAL, INC., a Delaware corporation; the stockholders of LUMBER LABS, INC., a Delaware corporation (the "Company") set forth on Schedule 1 of the Agreement; and MICHAEL METTLER, as the Sellers' Representative. Certain other capitalized terms used in this Disclosure Schedule are defined in Exhibit A to the Agreement. Unless otherwise noted herein, any capitalized term in this Disclosure Schedule shall have the same meaning assigned to such term in the Agreement. The section numbers in this Disclosure Schedule correspond to the section numbers in the Agreement and the disclosures in any section herein will qualify other sections of the Agreement to the extent it is reasonably apparent from a reading of the disclosure that such disclosure is applicable to such other sections. The information contained herein is disclosed solely for the purposes of the Agreement, and no information contained herein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever, including without limitation, any violation of law or breach of any agreement.



### Section 3.8 – Bank Accounts

The Company maintains the following checking accounts with ~~Wells Fargo~~:

### Section 3.9 – Equipment; Real Property

### Section 3.10 – Intellectual Property

#### Part 3.10(a)

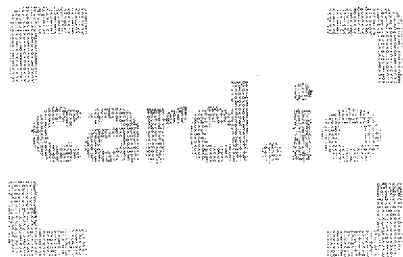
Patent Application Number 13/101,067 for Image-Based Financial Processing filed by Lumber Labs, Inc. filed May 4, 2011

International Application Number PCT/US12/36561 filed May 4, 2012 in connection with the above US patent application.

#### Trademarks

CARD.IO

LUMBER LABS



#### URLs

card.io

lumberlabs.com

Execution Version

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**STOCK PURCHASE AGREEMENT**

among:

**PAYPAL, INC.,**  
a Delaware corporation;

**THE STOCKHOLDERS OF LUMBER LABS, INC.**

and

**MICHAEL METTLER,**  
as the Sellers' Representative

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Dated as of July 17, 2012

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pages

3.9 Equipment; Real Property.

3.10 Intellectual Property.

(a) Registered IP. Part 3.10(a) of the Disclosure Schedule accurately and completely identifies: (i) each item of Registered IP in which the Company has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise, including any pending application that, if the registration, filing or issuance requested therein is granted by the relevant Governmental Body, would result in any Registered IP); (ii) the jurisdiction in which such item of Registered IP has been registered or filed and the applicable registration or serial number (or applicable number, as applicable); and (iii) any other Person that has an ownership interest in such item of Registered IP and the nature of such ownership interest. The Founders have delivered to Purchaser complete and accurate copies of all applications, correspondence with any Governmental Body and other material documents related to each such item of Registered IP.

(b) Company IP. Except as set forth on Part 3.10(a) of the Disclosure Schedule, Part 3.10(b) of the Disclosure Schedule accurately and completely identifies: (i) each item of Company IP, including any unregistered Company IP, in which the Company has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise); and (ii) any other Person that has an ownership interest in such item of Company IP and the nature of such ownership interest. The Founders have delivered to Purchaser complete and accurate copies of all material documents related to each such item of Company IP.

(c) Inbound Licenses. Part 3.10(c) of the Disclosure Schedule accurately and completely identifies: (i) each Contract pursuant to which any Intellectual Property or Intellectual Property Right is or has been licensed, sold, assigned or otherwise conveyed or provided to the Company (other than non-exclusive licenses to third party software that is not incorporated into, or used in the development, testing, distribution, maintenance or support of, any Company Software (as defined below) and that is not otherwise material to the Company's business); and (ii) whether the licenses or rights granted to the Company in each such Contract are exclusive or non-exclusive.

(d) Outbound Licenses. Part 3.10(d) of the Disclosure Schedule accurately and completely identifies each Contract (or other express or implied permission) pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable and including a right to receive a license) or interest in, any Company IP. The Company is not bound by, and no Company IP is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of the Company to use, exploit, assert or enforce any Company IP anywhere in the world.

(e) Royalty Obligations. Part 3.10(e) of the Disclosure Schedule contains a complete and accurate list and summary of all royalties, fees, commissions and other amounts payable by the Company to any other Person upon or for the use of any Company IP.

(f) Standard Form IP Agreements. To the extent that they exist, the Company has delivered to Purchaser a complete and accurate copy of each standard form of Company IP Contract and any standard form of Contract under which a third party acquires access to or a right to use any product or service of the Company, in each case used by the Company at any time, including each standard form of: (i) end user license agreement or terms of service; (ii) development agreement; (iii) employee agreement(s) containing any assignment, transfer or license of Intellectual Property or Intellectual Property Rights or any confidentiality provision; (iv) consulting or independent contractor agreement(s) containing any assignment, transfer or license of Intellectual Property or Intellectual Property Rights or any confidentiality provision; (v) agreement to provide customer support; (vi) agreement providing access to application programming interfaces; and (vii) confidentiality or nondisclosure agreement. Part 3.10(f) of the Disclosure Schedule accurately identifies each Company IP Contract that deviates in any material respect from the corresponding standard form agreement delivered to Purchaser, including any agreement with an employee, consultant or independent contractor in which the employee, consultant or independent contractor expressly reserved or retained any Intellectual Property or Intellectual Property Rights related to the Company's business, research or development.

(g) Ownership Free and Clear. The Company exclusively owns all right, title and interest to and in the Company IP (other than Intellectual Property Rights exclusively licensed to the Company, as identified in Part 3.10(c) of the Disclosure Schedule) free and clear of any Encumbrances (other than nonexclusive licenses granted pursuant to the Contracts listed in Part 3.10(d) of the Disclosure Schedule). Without limiting the generality of the foregoing:

(i) all documents and instruments necessary to establish, perfect and maintain the rights of the Company in the Company IP have been validly executed, delivered and filed in a timely manner with the appropriate Governmental Body.

(ii) each Company Service Provider who is or was involved in the creation or development of any Company IP has signed a valid and enforceable agreement containing an irrevocable assignment of Intellectual Property Rights pertaining to such Company IP to the Company and confidentiality provisions protecting the Company IP;

(iii) the Company has taken all reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information pertaining to the Company; and

(iv) the Company owns or otherwise has all Intellectual Property Rights needed to conduct the business of the Company as currently conducted and currently planned by the Company to be conducted.

(h) Valid and Enforceable. All Company IP is valid, subsisting and enforceable. Without limiting the generality of the foregoing:

(i) no trademark or trade name owned, used or applied for by the Company conflicts or interferes with any trademark or trade name owned, used or applied for by any other Person, and the Company has taken reasonable steps to police the use of its trademarks;

The parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

PAYPAL, INC.,  
a Delaware corporation

By: 

Name: David Marcus

Title: President

*Signature Page to Stock Purchase Agreement*

Confidential

MICHAEL METTLER,  
AS SELLERS' REPRESENTATIVE

By: Michael Mettler

Name: Michael Mettler

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MICHAEL METTLER

By: Michael Mettler

*Signature Page to Stock Purchase Agreement*

PATENT  
REEL: 032447 FRAME: 0609

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JOSH BLEECHER SNYDER

By: 

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CAROL HAVERTY

By: Carol Haverty

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PATENT  
REEL: 032447 FRAME: 0611

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HARRISON METAL CAPITAL II, L.P.

By: 

Name: Michael Dearing

Title: ~~MANAGING MEMBER~~

OF ITI GENERAL PARTNER

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ADITI BHARGAVA

By: Aditi Bhargava  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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HAMOUI-SALOUS FAMILY REVOCABLE  
TRUST U/A 03/08/07

By:   
Name: Omar Hamoui  
Title: Trustee

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**PATENT**  
**REEL: 032447 FRAME: 0614**

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K9 VENTURES, LP

By: 

Name: Manu Kumar

Title: Managing Member of the General Partner

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SoftTech VC III, LP

By: SoftTech VC III, LLC

Its General Partner

By:

Jean-Francois Clavier, Managing Partner

SoftTech VC III, LP

c/o SoftTech VC

Address: 395 Page Mill Road # 110, Palo Alto, CA 94306

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BRENT FITZGERALD

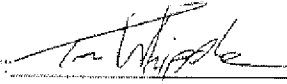
By: \_\_\_\_\_

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**PATENT**  
**REEL: 032447 FRAME: 0617**

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THOMAS WHIPPLE

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

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KEVIN ROHLING

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

*Signature Page to Stock Purchase Agreement*