

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2801704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QSECURE, INC.	03/26/2014
RECEIVING PARTY DATA	
Name:	COIN, INC.
Street Address:	370A TOWNSEND STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94107
PROPERTY NUMBERS Total: 27	
Property Type	Number
Application Number:	29264647
Application Number:	29264648
Application Number:	29264649
Application Number:	29264650
Application Number:	10738376
Application Number:	11414757
Application Number:	11767759
Application Number:	11875862
Application Number:	12489662
Application Number:	11297014
Application Number:	11618813
Application Number:	11618818
Application Number:	11875855
Application Number:	11404660
Application Number:	11479897
Application Number:	11676285
Application Number:	11871797
Application Number:	11875860
Application Number:	12479856
Application Number:	11502772
Application Number:	11613427

PATENT

Property Type	Number
Application Number:	12391437
Application Number:	12391454
Application Number:	11953066
Application Number:	11955365
Application Number:	12324617
Application Number:	12931352

CORRESPONDENCE DATA

Fax Number: (216)696-8731

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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Address Line 1: 127 PUBLIC SQUARE, 57TH FLOOR, KEY TOWER

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	QSECURE TO COIN TRANSFER
NAME OF SUBMITTER:	HIMANSHU S. AMIN
SIGNATURE:	/Himanshu S. Amin/
DATE SIGNED:	04/04/2014

Total Attachments: 6
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ATTACHMENT 2

Form of Patent Assignment

THIS PATENT ASSIGNMENT ("Assignment"), EFFECTIVE AS OF March 14, 2014, IS MADE BY AND BETWEEN:

Cryptite, Inc. ("Cryptite"), a Delaware corporation, and QSecure, Inc. ("QSecure"), a dissolved Delaware corporation (QSecure and, together with Cryptite, are collectively the "ASSIGNOR"); and Coin, Inc. (hereinafter "ASSIGNEE"), a Delaware corporation with its principal place of business located at 370A Townsend Street San Francisco, CA 94107.

WHEREAS:

A. **ASSIGNOR** is the sole owner of the issued patents listed in the attached Cover Page (hereinafter the "PATENTS"); and

B. **ASSIGNEE** is desirous of acquiring all of **ASSIGNOR's** right, title and interest in and to the **PATENTS**.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, **ASSIGNOR** has sold, assigned and transferred, and does hereby sell, assign and transfer to **ASSIGNEE** all of **ASSIGNOR's** right, title and interest in and to (i) the **PATENTS**; (ii) all patents and patent applications linked or entitled to be linked to the **PATENTS** through one or more claims of priority pursuant to 35 U.S.C. §§ 120 or 119(e) (the equivalent laws or regulation of any other patent authority) or that are, or are entitled to be, foreign counterparts, reissues, divisionals, renewals, revivals, reexaminations, extensions, continuations or continuations-in-part with respect to any of the **PATENTS** or the foregoing patents or patent applications, and (iii) the right to sue for and recover damages for any past, present or future infringement of the **PATENTS** and the foregoing patents or patent applications, the same to be held and enjoyed by **ASSIGNEE** for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms thereof as fully and entirely as the same would have been held and enjoyed by **ASSIGNOR**, if this assignment and sale had not been made.

IN WITNESS WHEREOF, **ASSIGNOR** has caused these presents to be signed by its duly appointed officer having full authority in the circumstances; and **ASSIGNEE** has caused these presents to be signed by its duly appointed officer having full authority in the circumstances.

(Signatures on the next page.)

SIGNED for and on behalf of

QSecure

By

(Signature)

on

(Date)

Mike Cummings Agent for QSecure
(Print Name and Title)

State of California

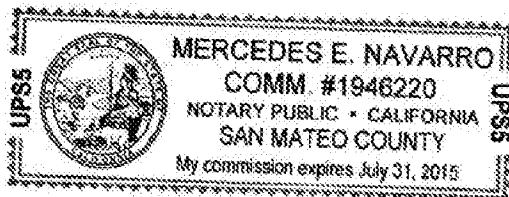
County of San Mateo

On this 26 day of March, 2014 before me, MERCEDES E. NAVARRO, NOTARY PUBLIC, personally appeared Mike Cummings, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

(Notary Public)



SIGNED for and on behalf of

CRYPTITE, INC.

By Kerry Brown
(Signature)

on 3/25/2014
(Date)

Kerry Brown, CEO, Cryptite

State of California

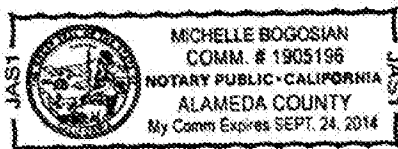
County of San Mateo

On this 25th day of March, 2014, before me Michelle Bogosian, Notary Public personally appeared Kerry Brown, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal:

Michelle Bogosian
(Notary Public)



(Cover Page)

Sellers:	Cryptite, Inc., a Delaware corporation ("Cryptite"), and QSecure, Inc., a dissolved Delaware corporation ("QSecure" and, together with Cryptite, each a "Seller" and, collectively, the "Sellers").			
Effective Date:	March 14, 2014			
Patents:	Patent title	Number	U.S. Patent number, application number, or publication number	Owner
	PAYMENT CARD MANUFACTURING TECHNOLOGY	1	8,267,327	QSecure
	AUTO-SEQUENCING FINANCIAL PAYMENT DISPLAY CARD	2	8,201,747	QSecure
	DISPLAY PAYMENT CARD WITH FRAUD AND LOCATION DETECTION	3	8,104,679	QSecure
	STRIPLINE MAGNETIC WRITING OF DYNAMIC MAGNETIC DATA BITS IN SURROUNDING REGIONS OF STATIC MAGNETIC DATA BITS	4	7,823,794	QSecure
	MAGNETIC DATA RECORDING DEVICE	5	7,641,124	QSecure
	PAYMENT CARD FINANCIAL VALIDATION PROCESSING CENTER	6	7,631,804	QSecure
	FINANCIAL TRANSACTIONS WITH DYNAMIC CARD VERIFICATION VALUES	7	7,584,153	QSecure
	FINANCIAL TRANSACTIONS WITH DYNAMIC PERSONAL ACCOUNT NUMBERS	8	7,580,898	QSecure
	AUTOMATED PAYMENT CARD FRAUD DETECTION AND LOCATION	9	7,543,739	QSecure
	PAYMENT CARD WITH INTERNALLY GENERATED VIRTUAL ACCOUNT NUMBERS FOR ITS MAGNETIC STRIPE ENCODER AND USER DISPLAY	10	7,472,829	QSecure

	PAYMENT CARD PRELOADED WITH UNIQUE NUMBERS	11	7,380,710	QSecure
	PAYMENT CARD WITH A 4DBC DISPLAY	12	D565095	QSecure
	PAYMENT CARD WITH A 3CVV DISPLAY	13	D565096	QSecure
	PAYMENT CARD WITH PARTIAL PAN DISPLAY	14	D565097	QSecure
	PAYMENT CARD WITH A FULL PAN DISPLAY	15	D562888	QSecure
	MAGNETIC STRIPE CARD WITH DYNAMIC NUMBERS	16	7,246,752	QSecure
	PROGRAMMABLE MAGNETIC DATA STORAGE CARD	17	7,044,394	QSecure
	VIRTUAL CARD	18	2011/0191,236	QSecure
	THREE-LEGACY MODE PAYMENT CARD WITH PARAMETRIC AUTHENTICATION AND DATA INPUT ELEMENTS	19	2009/0255,996	QSecure
	SECURE FINANCIAL TRANSACTION NETWORK	20	2009/0187,507	QSecure
	METHOD OF MAKING SECURE PAYMENT CARDS	21	2009/0164,381	QSecure
	VALIDATION SERVICE FOR PAYMENT CARDS WITH PRELOADED DYNAMIC CARD VERIFICATION VALUES	22	2009/0150,295	QSecure
	FINANCIAL TRANSACTION PAYMENT PROCESSOR	23	2009/0006,262	QSecure
	PAYMENT CARD FINANCIAL TRANSACTION AUTHENTICATOR	24	2008/0201,264	QSecure
	PIN-SECURED DYNAMIC MAGNETIC STRIPE PAYMENT CARD	25	2007/0241,183	QSecure
	FINANCIAL TRANSACTION NETWORK SECURITY	26	2007/0100,754	QSecure

	CONTACT/CONTACTLESS AND MAGNETIC STRIPE DATA COLLABORATION IN A PAYMENT CARD	27	2006/0287,964	QSecure
	MAGNETIC EMISSIVE USE OF PRELOADED PAYMENT CARD ACCOUNT NUMBERS	1	12/752,390	Cryptite
	OPTICAL CONTACT LOADED MAGNETIC CARD	2	2011/320,314	Cryptite
	HIGH SECURITY MULTI-PERSONALITY MAGNETIC CARD AND APP	3	61735707	Cryptite
Purchase Amount:	[REDACTED] United States Dollars ("Purchase Amount"), to be paid into the QSecure and Cryptite in accordance with Section 3.1 of the Terms and Conditions in the amounts as follows: • [REDACTED] and [REDACTED]			
Purchase Price Allocation:	The "Initial Payment" means [REDACTED] of the Purchase Amount. The "Final Payment" means [REDACTED] of the Purchase Amount.			
Seller Accounts:	QSecure Account: Account Name: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		Cryptite Account: Account Name: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	
Addresses for Notice:	QSecure: QSecure a dissolved Delaware Corp Attn: Mike Cummings Email: mdcummings1@gmail.com Cryptite: Cryptite INC 70 Palmer Lane, Portola Valley CA 94028 Attn: Kerry Brown, CEO Email: kbrown@cryptite.com		Purchaser: Coin, Inc. 1 Federal St #42 San Francisco, CA 94107 Attn: Kanishk Parashar, CEO Email: k@onlycoin.com	
Attachments:	Attachment 1 – Terms and Conditions Attachment 2 – Form of Patent Assignment Attachment 3 – Punch List			

This Patent Purchase Agreement, which consists of this Cover Page, the Terms and Conditions attached as Attachment 1 and the other Attachments listed above, each of which are incorporated by reference (collectively, the "Agreement"), is between Coin, Inc. ("Purchaser"), and the Sellers set forth