

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3321166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
KILI TECHNOLOGY CORPORATION			03/10/2015
RECEIVING PARTY DATA			
Name:	SQUARE, INC.		
Street Address:	1455 MARKET STREET, SUITE 600		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94103		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	8472560		
Application Number:	13544326		
Application Number:	14068484		
CORRESPONDENCE DATA			
Fax Number:	(416)361-1398		
<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:	4163647311		
Email:	glima@bereskinparr.com		
Correspondent Name:	BERESKIN & PARR LLP/S.E.N.C.R.L.,S.R.L.		
Address Line 1:	40 KING STREET WEST		
Address Line 2:	40TH FLOOR		
Address Line 4:	TORONTO, CANADA M5H 3Y2		
ATTORNEY DOCKET NUMBER:	24748-G40200CA00		
NAME OF SUBMITTER:	PAUL R. HORBAL		
SIGNATURE:	/Paul R. Horbal/		
DATE SIGNED:	04/22/2015		
Total Attachments: 5			
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ASSIGNMENT OF PATENTS

This Assignment of Patents (this “*Assignment*”) is made and entered into as of March 10, 2015 by and between Kili Technology Corporation, a corporation organized under the laws of the Province of Ontario (“*Assignor*”) and Square, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of March 7, 2015 (the “*Purchase Agreement*”), pursuant to which the Assignee has agreed to acquire all of the Assignor’s right, title and interest in and to the patents, and in and to the patent registrations and applications therefor, if any, that are part of the Purchased Assets, including those set forth and identified in Schedule I attached hereto (collectively the “*Assigned Patents*”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Patents, together with all damages and payments for past, present damages and payments for past, present or future infringements or misappropriations, the right to sue and recover for past, present or future infringements or misappropriations of the Assigned Patents.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state, provincial and national patent offices, the recordation of which shall be at the sole expense of the Assignee,.

3. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by Assignor and Assignee. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate 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.

4. Governing Law. The internal laws of the State of Delaware, irrespective of its conflicts of law principles, shall govern the validity of this Assignment, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of California and the Federal courts of the United States of America located within the County of San Francisco in the State of California solely in respect of the interpretation and enforcement of the provisions of this Assignment, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Assignment or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a California State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner as may be permitted by Applicable Law, shall be valid and sufficient service thereof. With respect to any particular action, suit or proceeding, venue shall lie solely in Santa Clara County, California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed, by its duly authorized corporate officer.

KILI TECHNOLOGY CORPORATION

By: _____

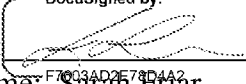
Name: Alex Walker

Title: Co-President

[SIGNATURE PAGE TO THE ASSIGNMENT OF PATENTS]

This Assignment of Patents acknowledged and agreed to by:

SQUARE, INC.

By: 
Name: Sarah Pinar
Title: Chief Financial Officer

Date: March 10, 2015

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS]

SCHEDULE I

ASSIGNED PATENTS

Our Ref. No.	Your Ref.	Country	Case Type	Case No./Ref.	Application No.	Application Date	Priority No.	Priority Date	Patent No.	Issue Date	Expiry Date
23742-P38025CA00	SKIP0005	Canada	PCT National Phase	APPARATUS AND METHOD FOR DETECTING RFID SIGNALS	2818787	Oct 28, 2011	12/917901	Nov 02, 2010			
23742-P38025EP00	SKIP0005	European Patent Application	PCT National Phase	APPARATUS AND METHOD FOR DETECTING RFID SIGNALS	11837251.3	Oct 28, 2011	12/917901	Nov 02, 2010			Grant Fee payment and translation due May 19, 2015
23742-P38025PC00	SKIP0005	PCT Application	PCT International Phase	APPARATUS AND METHOD FOR DETECTING RFID SIGNALS	PCT/CA2011/001185	Oct 28, 2011	12/917901	Nov 02, 2010			
23742-P38025US00	SKIP0005	United States of America	Regular	APPARATUS AND METHOD FOR DETECTING RFID SIGNALS	12/917901	Nov 02, 2010			6472560	Jun 25, 2013	Nov 10, 2031
23742-P39799CA00		Canada	PCT National Phase	STREAMLINED APPARATUS AND METHODS FOR RFID COMMUNICATION	2842057	Jul 10, 2012	61/506387	Jul 11, 2011			Maintenance Fee due July 10, 2015
23742-P39799PC00	SKIP0017	PCT Application	PCT International Phase	STREAMLINED APPARATUS AND METHODS FOR RFID COMMUNICATION	PCT/CA2012/000559	Jul 10, 2012	61/506387	Jul 11, 2011			
23742-P39799US00	SKIP0017	United States of America	Provisional	STREAMLINED APPARATUS AND METHODS FOR RFID COMMUNICATION	61/506387	Jul 11, 2011					
23742-P39799US01	SKIP0017	United States of America	US Regular	STREAMLINED APPARATUS AND METHODS FOR RFID COMMUNICATION	13/544326	Jul 09, 2012	61/506387	Jul 11, 2011			Issue Fee payment due May 13, 2015
23742-P44686AU00		Australia	Regular	SYSTEMS AND METHODS FOR SECURE PROCESSING WITH EMBEDDED CRYPTOGRAPHIC UNIT	2014258377	Oct 30, 2014	14/068484	Oct 31, 2013			
23742-P44686CA00		Canada	Regular	SYSTEMS AND METHODS FOR SECURE PROCESSING WITH EMBEDDED CRYPTOGRAPHIC UNIT	2868644	Oct 28, 2014	14/068484	Oct 31, 2013			
23742-P44686MX00		Mexico	Regular	SYSTEMS AND METHODS FOR SECURE PROCESSING WITH EMBEDDED CRYPTOGRAPHIC UNIT	MX/a/2014/013235	Oct 31, 2014	14/068484	Oct 31, 2013			
23742-P44686NZ00		New Zealand	Regular	SYSTEMS AND METHODS FOR SECURE PROCESSING WITH EMBEDDED CRYPTOGRAPHIC UNIT	701459	Oct 29, 2014	14/068484	Oct 31, 2013			
23742-P44686US01		United States of America	Regular	SYSTEMS AND METHODS FOR SECURE PROCESSING WITH EMBEDDED CRYPTOGRAPHIC UNIT	14/068484	Oct 31, 2013					Office Action response due May 14, 2015
23742-P46836US00		United States of America	Provisional	APPARATUS AND METHODS FOR PROVIDING SECURED AND UNSECURED MODES	62/027855	Jul 22, 2014					Regular foreign application filing deadline July 22, 2015
23742-P46841US00		United States of America	Provisional	DISTRIBUTED PAYMENT PROCESSING SYSTEMS AND METHODS	62/002933	May 28, 2014					Regular foreign application filing deadline May 28, 2015
23742-P46844US00	SKIP0022	United States of America	Unified Draft Prepared/Awaiting feedback	SECURE USB HUB							
23742-P46839US00		United States of America	Unified Draft Prepared/Awaiting feedback	POINT-OF-SALE TERMINAL PROVISIONING SYSTEMS AND METHODS							
23742-P46832US00		United States of America	Unified Awaiting feedback	Snap Pay, Go, Scan Pay, Go							
23742-P46833US00		United States of America	Unified/Awaiting feedback	SWAN							
23742-P47039US00		United States of America	Unified/Closing	2CONNECT							
23742-P47039US01		United States of America	Unified/Closing	RFID ANTENNAS PRINTED ON FLEXIBLE SUBSTRATE							