

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4586600

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/03/2008

CONVEYING PARTY DATA

Name	Execution Date
BILL ME LATER, INC.	10/03/2008

RECEIVING PARTY DATA

Name:	EBAY INC.
Street Address:	2145 HAMILTON AVENUE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95125

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15231203

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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.

Phone: (949)202-3029

Email: mariel.sandoval@haynesboone.com

Correspondent Name: HAYNES AND BOONE, LLP

Address Line 1: 2323 VICTORY AVENUE, SUITE 700

Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER:	70481.1259US02
NAME OF SUBMITTER:	TOM CHEN
SIGNATURE:	/Tom Chen/
DATE SIGNED:	09/08/2017

Total Attachments: 13

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EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

EBAY INC.,

FRENCH PRESS ACQUISITION CORP.,

BILL ME LATER, INC.

AND

**AZURE CAPITAL PARTNERS, LP,
AS THE STOCKHOLDER REPRESENTATIVE**

OCTOBER 3, 2008

**PATENT
REEL: 038539 FRAME: 0630**

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of October 3, 2008, is entered into by and among Bill Me Later, Inc., a Delaware corporation (the "Company"), eBay Inc., a Delaware corporation ("Parent"), French Press Acquisition Corp., a Delaware corporation and a wholly owned, indirect subsidiary of Parent ("Merger Sub"), and Azure Capital Partners, LP, a Delaware limited partnership, as the Stockholder Representative.

RECITALS

WHEREAS, the board of directors of Parent (the "Parent Board of Directors"); the board of directors of Merger Sub (the "Merger Sub Board of Directors") and the board of directors of the Company (the "Company Board of Directors") deem it advisable and in the best interests of each corporation and its respective stockholders that Parent and the Company engage in a business combination transaction.

WHEREAS, Parent, Merger Sub and the Company intend to effect a merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law (the "DGCL"). Upon consummation of the Merger, Merger Sub will cease to exist, and the Company will continue as a wholly owned, indirect subsidiary of Parent.

WHEREAS, this Agreement has been approved by the Parent Board of Directors, Merger Sub Board of Directors and Company Board of Directors.

WHEREAS, contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, certain individuals identified on Exhibit A-1 and Exhibit A-2 (the "Key Employees") are entering into retention agreements in the form of Exhibit B (the "Retention Agreements") and the individuals identified on Exhibit C are entering into non-competition agreements in the form of Exhibit D (the "Non-competition Agreements").

AGREEMENT

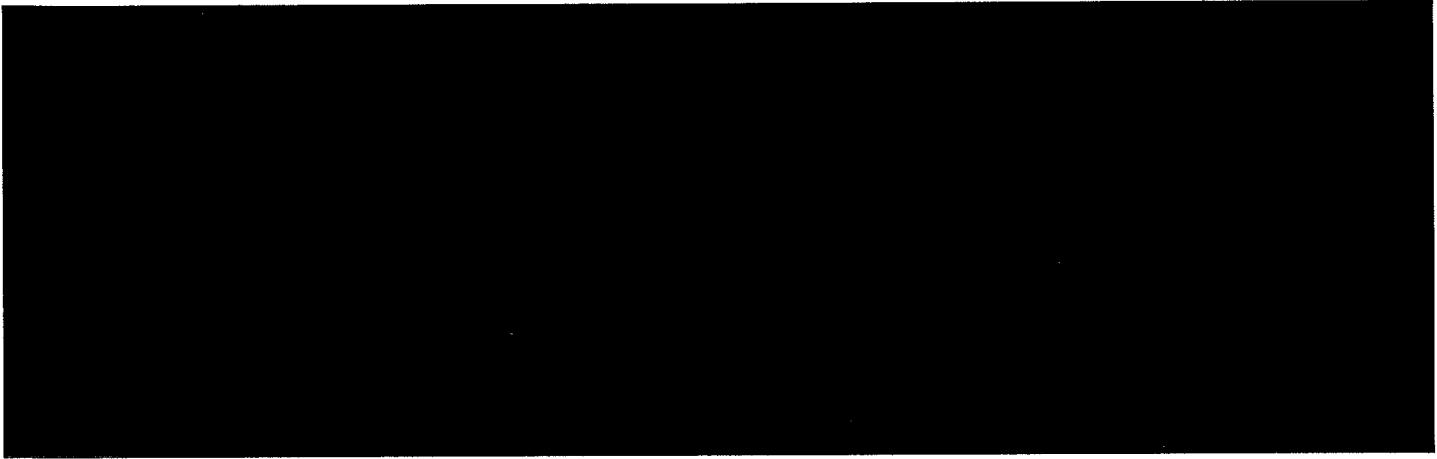
NOW, THEREFORE, intending to be legally bound, the parties to this Agreement hereby agree as follows:

ARTICLE 1. DEFINITIONS

[REDACTED] [REDACTED]

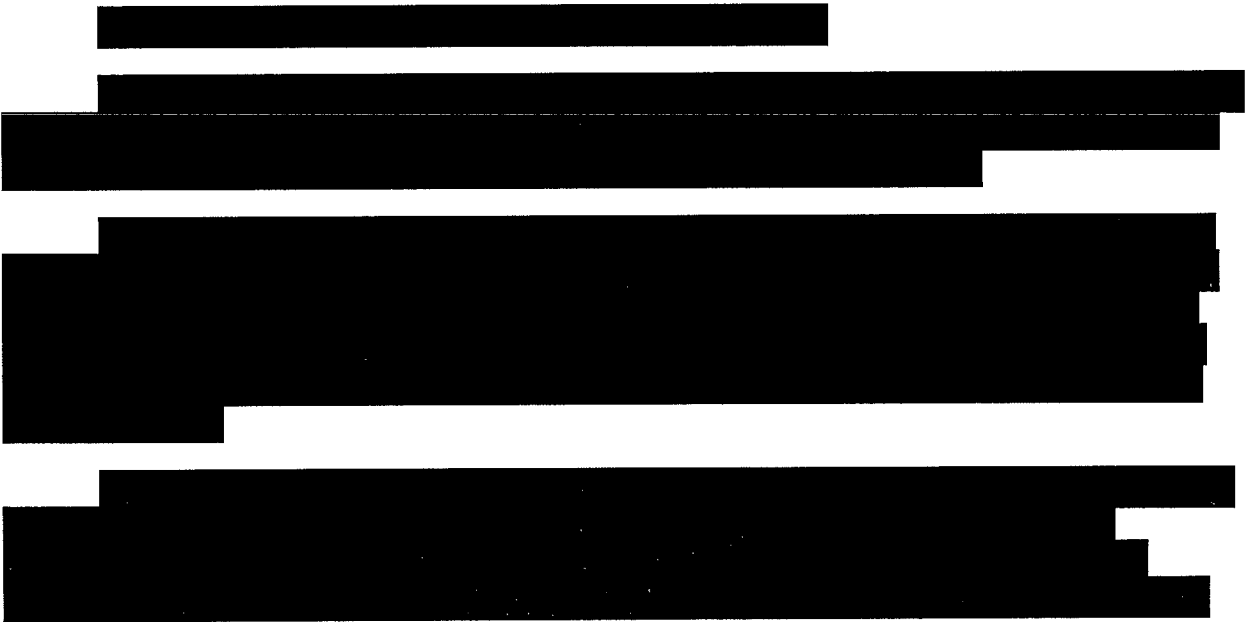
(a) As used in this Agreement, the following terms have the following meanings:

[REDACTED]



“Intellectual Property” means and includes, to the extent such items are the subject matter of any Intellectual Property Right, algorithms, APIs, apparatus, User Data, databases, data collection, diagrams, inventions (whether or not patentable), know-how, concepts, logos, marks (including service marks, brand names, product names, logos, and slogans), methods, models and modeling methodologies, fraud prevention engines and any other engines, underwriting platforms and any other platforms, collection strategies and any other strategies, analytical frameworks, processes, business methods, services, products, techniques, network configurations and architectures, proprietary information, protocols, schematics, specifications, software code (in any form, including source code and executable or object code), subroutines, tools, user interfaces, URLs, web sites, works of authorship, and all other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, such as instruction manuals, samples, studies, and summaries).

“Intellectual Property Rights” means the following in any jurisdiction: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights and moral rights; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; (v) other proprietary rights applicable to Intellectual Property that are recognized under Applicable Laws; and (vi) rights in or relating to registrations, renewals, extensions, combinations, continuations, continuations-in-part, divisions, and reissues of, and applications for, any of the rights referred to in clauses “(i)” through “(iv)” above.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3.14 Intellectual Property.

(a) Section 3.14(a) of the Company Disclosure Schedule accurately identifies as of the date of this Agreement (i) each item of Registered IP in which any Acquired Company has or purports to have an ownership interest of any nature (whether exclusively, jointly with another Person, or otherwise), (ii) the jurisdiction in which such item of Registered IP has been registered or filed and the applicable application, registration or serial number, (iii) any other Person that has an ownership interest or Lien in such item of Registered IP and the nature of such ownership interest or Lien, and (iv) all material unregistered trademarks owned by an Acquired Company and used in connection with the proprietary Company Products.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f) The Acquired Companies exclusively own all right, title, and interest to and in the Company IP free and clear of any Liens (other than licenses granted pursuant to the Contracts listed in Section 3.14(c) of the Company Disclosure Schedule). The Acquired Companies own or otherwise have, and after the Closing the Acquired Companies will continue to have, all Intellectual Property and Intellectual Property Rights needed to conduct the business of each Acquired Company as currently conducted. Without limiting the generality of the foregoing:

(i) each Person who is or was an employee of any Acquired Company and any other Person who is or was involved in the creation or development of any Company IP has signed an agreement containing confidentiality provisions protecting the Company IP and an irrevocable assignment to the applicable Acquired Company of all Intellectual Property Rights in such individual's or entity's contribution to the Company IP; and

(ii) the Acquired Companies have taken reasonable steps to maintain the confidentiality of all material Intellectual Property and proprietary information pertaining to any Acquired Company.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

BILL ME LATER, INC.

By: 

Name: Gary Marino

Title: Chief Executive Officer

EBAY INC.

By: _____

Name:

Title:

FRENCH PRESS ACQUISITION CORP.

By: _____

Name: Brian Levey

Title: President and Secretary

AZURE CAPITAL PARTNERS, LP,
as the Stockholder Representative

By: Azure Capital Partners, Inc.

Its: General Partner

Name:

Title:


[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

BILL ME LATER, INC.

By: _____
Name: Gary Marino
Title:

EBAY INC.

By:  _____
Name: John Donahoe
Title: President & CEO

FRENCH PRESS ACQUISITION CORP.

By: _____
Name: Brian Levey
Title: President and Secretary

AZURE CAPITAL PARTNERS

Name:
Title:

[Signature Page to Agreement and Plan of Merger]

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BILL ME LATER, INC.

By: _____
Name:
Title:

EBAY INC.

By: _____
Name:
Title:

FRENCH PRESS ACQUISITION CORP.

By:  _____
Name: Brian Levey
Title: President and Secretary

AZURE CAPITAL PARTNERS

Name:
Title:

[Signature Page to Agreement and Plan of Merger]

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BILL ME LATER, INC.

By: _____
Name: Gary Marino
Title: Chief Executive Officer

EBAY INC.


By: _____
Name:
Title:

FRENCH PRESS ACQUISITION CORP.

By: _____
Name: Brian Levey
Title: President and Secretary

AZURE CAPITAL PARTNERS, LP,
as the Stockholder Representative

By: Azure Capital Partners, Inc.
Its: General Partner



Name: MARTIN BAISSCO
Title: CHIEF FINANCIAL OFFICER

[Signature Page to Agreement and Plan of Merger]

EXHIBIT A

Client Ref. No.	HB Ref. No.	Description/Title	Patent No.	Date Granted
P821US1	70481.111	Method and System for Completing a Transaction Between a Customer and a Merchant	7890393	02/15/2011
P821US2	70481.293	Method and System for Completing a Transaction Between a Customer and a Merchant	8095445	01/10/2012
P822US1	70481.115	Computer-Implemented Method, System and Apparatus for the Dynamic Verification of a Consumer Engaged in a Transaction with a Merchant and Authorization of the Transaction	8571972	10/29/2013
P823US1	70481.116	Method, System And Apparatus For Providing A Variable Credit Account To A Consumer	8010446	08/30/2011
P824US1	70481.117	Computer Implemented Method and System for Dynamic Consumer Rating in a Transaction	8001040	08/16/2011
P825US1	70481.112	Consumer Processing System and Method	8756099	06/17/2014
P827US1	70481.119	Method and System for Risk Management in a Transaction	7527195	05/05/2009
P830US1	70481.122	Method and System for Offering a Credit Product by a Credit Issuer at a Point-of-Sale	8554669	10/08/2013
P830US2	70481.1041	Method and System for Offering a Credit Product by a Credit Issuer at a Point-of-Sale	8719159	05/06/2014
P831US1	70481.113	Method and System for Engaging in a Transaction Between a Consumer and a Merchant	8433648	04/30/2013
P834US1	70481.123	Method and System for Engaging in a Transaction Between a Business Entity and a Merchant	8719164	05/06/2014

EXHIBIT B

Client Ref. No.	HB Ref. No.	Description/Title	Application No.	Date Filed
P822US2	70481.1116	Computer-Implemented Method, System and Apparatus for the Dynamic Verification of a Consumer Engaged in a Transaction with a Merchant and Authorization of the Transaction	14/066548	10/29/2013
P825US2	70481.1371	Consumer Processing System and Method	14/283852	05/21/2014
P828US1	70481.120	Method and System for Identification Verification Between at Least a Pair of Entities	11/651142	01/09/2007
P829US1	70481.121	Method and System for Determining Transactional Data Between a Consumer and a Merchant Engaged in a Purchase Transaction	11/651143	01/09/2007
P830US3	70481.1259	Method and System for Offering a Credit Product by a Credit Issuer at a Point-of-Sale	14/245964	04/04/2014
P831US2	70481.892	Method and System for Engaging in a Transaction Between a Consumer and a Merchant	13/859434	04/09/2013
P832US1	70481.2118US01	Distributed System and Method For Commerce	11/799667	05/02/2007
P832US2	70481.124	Distributed System and Method For Commerce	12/250978	10/14/2008
P833US1	70481.114	Method and System for Verifying an Electronic Transaction	11/710784	02/26/2007
P834US2	70481.1323	Method and System for Engaging in a Transaction Between a Business Entity and a Merchant	14/270145	05/05/2014
P835US1	70481.125	Method and System for Facilitating a Transaction	12/142387	06/19/2008

PATENT

RECORDED: 09/08/2016

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