504652985 11/21/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4699706

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KATHERINE BRENNAN	10/19/2017
BRUCE BELL	10/19/2017
BRIAN STEGALL	10/23/2017
MATTHEW O'CONNOR	10/18/2017
TIMOTHY DONNELLY	10/19/2017
JARED TRAVIS MARR	10/19/2017
CHRISTOPHER COSGROVE	10/30/2017
EDWARD RUDER	10/27/2017
ALLYSON SCHRADER	10/26/2017

RECEIVING PARTY DATA

Name:	Square, Inc.
Street Address:	1455 Market St., Suite 600
City:	San Francisco
State/Country:	CA
Postal Code:	94103

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15787519

CORRESPONDENCE DATA

Fax Number: (509)944-4692

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: 509-324-9256

Email: alexisc@leehayes.com
Correspondent Name: LEE & HAYES, PLLC

Address Line 1: 601 W. RIVERSIDE AVE, SUITE 1400
Address Line 4: SPOKANE, WASHINGTON 99201

ATTORNEY DOCKET NUMBER:	S156-0300US
NAME OF SUBMITTER:	ALEXIS COLLINS

PATENT 504652985 REEL: 044799 FRAME: 0889

SIGNATURE:	/Alexis Collins/
DATE SIGNED:	11/21/2017
Total Attachments: 21	
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PATENT REEL: 044799 FRAME: 0890

ASSIGNMENT

WHEREAS, I/We, the undersigned, have invented certain new and useful inventions and improvements disclosed in an application for patent entitled:

INTELLIGENT MERCHANT ONBOARDING

(such inventions and improvements hereinafter referred to collectively as the "<u>Inventions</u>"), which application was filed in the United States Patent and Trademark Office on <u>10/18/2017</u> and accorded U.S. Patent Application No. <u>15/787.519</u> (the "<u>Application(s)</u>");

AND, WHEREAS, Square, Inc., a corporation of the state of Delaware, having a place of business at 1455 Market St., Suite 600, San Francisco, CA, 94103, on behalf of itself and its successors and assigns (the "Assignee"), is entitled to, and is desirous of acquiring the entire and exclusive rights, title and interest in and to the Inventions and the Application(s) in the United States and throughout the world.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I/We, the undersigned, do hereby sell, assign, transfer and convey to the Assignee the entire and exclusive rights, title and interest, including the right of priority, in and to: (a) the Inventions in the United States and throughout the world, and (b) any Letters Patent or similar legal rights, including extensions thereof, in the United States and its territorial possessions and in any foreign countries to be obtained for the Inventions by the above-described Application or any provisional, non-provisional, continuation, division, substitute, renewal, reissue, reexamination or other application for patent related thereto, or by any equivalents thereof in any foreign countries.

ALSO, I/We, the undersigned, further assign to and empower the Assignee, its successors, assigns and legal representatives all rights to make application for patent or other forms of protection for the Inventions in the United States and its territorial possessions and in any foreign countries and to prosecute such applications, together with the right to claim and receive the benefit of any priority rights provided under any applicable laws, conventions, treaties, statutes or regulations and the right to claim such priority rights without further written or oral authorization.

ALSO, I/We, the undersigned, hereby authorize and request the Commissioner for Patents of the United States and any official of any country or countries foreign to the United States whose duty it is to issue Letters Patent or similar legal rights on applications aforesaid, to issue all such Letters Patent or similar rights for the Inventions to the Assignee, as assignee of the entire right, title and interest in and to the same, for the Assignee's own use and benefit, and for the use and benefit of the Assignee's successors, assigns and legal representatives, to the full end of the term for which such Letters Patent or similar rights may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned had this assignment not been made.

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enforcement and defense of the above-described Application or any other application for patent which has been or shall be filed in the United States and its territorial possessions and/or in any foreign countries for the Inventions, including any additional documents or instruments of transfer to affirm the rights of Assignee, its successors, assigns and/or legal representatives in and to said Inventions, all without further consideration. I/We, the undersigned, also agree, without requesting or receiving additional consideration from Assignee, but at Assignee's expense, to identify and communicate to Assignee, its successors, assigns and/or legal representatives all facts known to the undersigned relating to the Inventions and the history thereof, and to provide further assurances and testimony on behalf of Assignee, its successors, assigns and/or legal representatives that lawfully may be required, necessary or desirable in respect of the filing, prosecution, litigation, maintenance, enforcement and defense of any patent application or Letters Patent encompassed within the terms of this assignment. The undersigned's obligations under this assignment shall extend to the undersigned's heirs, executors, administrators and legal representatives.

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The undersigned has/have executed this assignment as of the date(s) indicated below.

Inventor's Signature:	§	Date: 10/19/2017
Typed Name:	<u>Katherine Brennan</u>	
T		Data
inventor's Signature:		Date:
Typed Name:	Bruce Bell	
Inventor's Signature:		Date:
Typed Name:	Brian Stegall	
Inventor's Signature:		Date:
Typed Name:	Matthew O'Connor	

2

Inventor's Signature:	Date:
Typed Name: <u>Timothy Donnelly</u>	
Inventor's Signature: Typed Name: <u>Jared Travis Marr</u>	Date:
Inventor's Signature:	Date:
Typed Name: <u>Christopher Cosgrove</u>	
Inventor's Signature: Typed Name: <u>Edward Ruder</u>	Date:
Inventor's Signature: Typed Name: Allyson Schrader	Date:

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Typed Name:	Katherine Brennan	
Inventor's Signature: Typed Name:	Bruce Bell	Date: 10/19/2017
Inventor's Signature: Typed Name:	Brian Stegall	Date:
Inventor's Signature: Typed Name:	Matthew O'Connor	Date:

2

Inventor's Signature:	Date:
Typed Name: <u>Timothy Don</u>	
Inventor's Signature: Typed Name: Jared Travis	
Inventor's Signature: Typed Name: Christopher C	
Inventor's Signature: Typed Name: Edward Rude	
Inventor's Signature: Typed Name: Allyson Schr	

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Typed Name:	Katherine Brennan	
· ·	Bruce Bell	Date:
Inventor's Signature: Typed Name:	E132A118105B4D8	Date: 10/23/2017
	Matthew O'Connor	Date:

2

Inventor's Signature:	Date:
Typed Name: <u>Timothy Donnelly</u>	
Inventor's Signature: Typed Name: <u>Jared Travis Marr</u>	Date:
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Typed Name:	Jared Travis Marr	

Rev. 09-11-2016

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Inventor's Signature	·	Date:
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Inventor's Signature: Typed Name:	Docusigned by: Timolly Donnelly 12DBA2A8FF764E0 Timothy Donnelly	Date: 10/19/2017
Inventor's Signature: Typed Name:	Jared Travis Marr	Date:
	<u>Christopher Cosgrove</u>	Date:
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ALSO, I/We, the undersigned, further assign to and empower the Assignee, its successors, assigns and legal representatives all rights to make application for patent or other forms of protection for the Inventions in the United States and its territorial possessions and in any foreign countries and to prosecute such applications, together with the right to claim and receive the benefit of any priority rights provided under any applicable laws, conventions, treaties, statutes or regulations and the right to claim such priority rights without further written or oral authorization.

ALSO, I/We, the undersigned, hereby authorize and request the Commissioner for Patents of the United States and any official of any country or countries foreign to the United States whose duty it is to issue Letters Patent or similar legal rights on applications aforesaid, to issue all such Letters Patent or similar rights for the Inventions to the Assignee, as assignee of the entire right, title and interest in and to the same, for the Assignee's own use and benefit, and for the use and benefit of the Assignee's successors, assigns and legal representatives, to the full end of the term for which such Letters Patent or similar rights may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned had this assignment not been made.

ALSO, I/We, the undersigned, hereby covenant and agree to execute and deliver to Assignee, its successors, assigns and/or legal representatives all instruments and documents that legally may be required, necessary or desirable in connection with the filing, prosecution, litigation, maintenance,

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enforcement and defense of the above-described Application or any other application for patent which has been or shall be filed in the United States and its territorial possessions and/or in any foreign countries for the Inventions, including any additional documents or instruments of transfer to affirm the rights of Assignee, its successors, assigns and/or legal representatives in and to said Inventions, all without further consideration. I/We, the undersigned, also agree, without requesting or receiving additional consideration from Assignee, but at Assignee's expense, to identify and communicate to Assignee, its successors, assigns and/or legal representatives all facts known to the undersigned relating to the Inventions and the history thereof, and to provide further assurances and testimony on behalf of Assignee, its successors, assigns and/or legal representatives that lawfully may be required, necessary or desirable in respect of the filing, prosecution, litigation, maintenance, enforcement and defense of any patent application or Letters Patent encompassed within the terms of this assignment. The undersigned's obligations under this assignment shall extend to the undersigned's heirs, executors, administrators and legal representatives.

ALSO, I/We, the undersigned, covenant and agree that no assignment, grant, mortgage, license or other agreement encumbering the rights and property herein conveyed has been made to others by the undersigned, and that the full right to convey the same as expressed herein is possessed by the undersigned.

ALSO, I/We, the undersigned, hereby grant Assignee's legal representatives, of **Lee & Hayes**, **PLLC**, the power to insert on this assignment any further identification which may be necessary or desirable for recordation of this assignment, including inserting the application serial number and filing date when known.

The undersigned has/have executed this assignment as of the date(s) indicated below.

Inventor's Signature:		Date:
Typed Name:	Katherine Brennan	
Inventor's Signature		Date:
Typed Name:	Bruce Bell	
Inventor's Signature:		Date:
Typed Name:	Brian Stegall	
Inventor's Signature	:	Date:
Typed Name:	Matthew O'Connor	

Inventor's Signature:	Date:
Typed Name: <u>Timothy Donnelly</u>	
Inventor's Signature Jard Travis Marr Typed Name: Jared Travis Marr	Date: 10/19/2017
Inventor's Signature: Typed Name: Christopher Cosgrove	Date:
Inventor's Signature: Typed Name: Edward Ruder	Date:
Inventor's Signature: Typed Name: Allyson Schrader	Date:

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ASSIGNMENT

WHEREAS, I/We, the undersigned, have invented certain new and useful inventions and improvements disclosed in an application for patent entitled:

INTELLIGENT MERCHANT ONBOARDING

(such inventions and improvements hereinafter referred to collectively as the "Inventions"), which application was filed in the United States Patent and Trademark Office on 10/18/2017 and accorded U.S. Patent Application No. 15/787,519 (the "Application(s)");

AND, WHEREAS, Square, Inc., a corporation of the state of Delaware, having a place of business at 1455 Market St., Suite 600, San Francisco, CA, 94103, on behalf of itself and its successors and assigns (the "Assignee"), is entitled to, and is desirous of acquiring the entire and exclusive rights, title and interest in and to the Inventions and the Application(s) in the United States and throughout the world.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I/We, the undersigned, do hereby sell, assign, transfer and convey to the Assignee the entire and exclusive rights, title and interest, including the right of priority, in and to: (a) the Inventions in the United States and throughout the world, and (b) any Letters Patent or similar legal rights, including extensions thereof, in the United States and its territorial possessions and in any foreign countries to be obtained for the Inventions by the above-described Application or any provisional, non-provisional, continuation, division, substitute, renewal, reissue, reexamination or other application for patent related thereto, or by any equivalents thereof in any foreign countries.

ALSO, I/We, the undersigned, further assign to and empower the Assignee, its successors, assigns and legal representatives all rights to make application for patent or other forms of protection for the Inventions in the United States and its territorial possessions and in any foreign countries and to prosecute such applications, together with the right to claim and receive the benefit of any priority rights provided under any applicable laws, conventions, treaties, statutes or regulations and the right to claim such priority rights without further written or oral authorization.

ALSO, I/We, the undersigned, hereby authorize and request the Commissioner for Patents of the United States and any official of any country or countries foreign to the United States whose duty it is to issue Letters Patent or similar legal rights on applications aforesaid, to issue all such Letters Patent or similar rights for the Inventions to the Assignee, as assignee of the entire right, title and interest in and to the same, for the Assignee's own use and benefit, and for the use and benefit of the Assignee's successors, assigns and legal representatives, to the full end of the term for which such Letters Patent or similar rights may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned had this assignment not been made.

ALSO, I/We, the undersigned, hereby covenant and agree to execute and deliver to Assignee, its successors, assigns and/or legal representatives all instruments and documents that legally may be required, necessary or desirable in connection with the filing, prosecution, litigation, maintenance,

enforcement and defense of the above-described Application or any other application for patent which has been or shall be filed in the United States and its territorial possessions and/or in any foreign countries for the Inventions, including any additional documents or instruments of transfer to affirm the rights of Assignee, its successors, assigns and/or legal representatives in and to said Inventions, all without further consideration. I/We, the undersigned, also agree, without requesting or receiving additional consideration from Assignee, but at Assignee's expense, to identify and communicate to Assignee, its successors, assigns and/or legal representatives all facts known to the undersigned relating to the Inventions and the history thereof, and to provide further assurances and testimony on behalf of Assignee, its successors, assigns and/or legal representatives that lawfully may be required, necessary or desirable in respect of the filing, prosecution, litigation, maintenance, enforcement and defense of any patent application or Letters Patent encompassed within the terms of this assignment. The undersigned's obligations under this assignment shall extend to the undersigned's heirs, executors, administrators and legal representatives.

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Inventor's Signature:		Date:	
Typed Name:	Katherine Brennan		
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Inventor's Signature	e:	Date:	
Typed Name:	Brian Stegall		
Inventor's Signature	e:	Date:	
Typed Name:	Matthew O'Connor		

Rev. 09-11-2016

REEL: 044799 FRAME: 0910

Inventor's Signature:		Date:
Typed Name:	Timothy Donnelly	
Inventor's Signature		Date:
Typed Name:	Jared Travis Marr	
Inventor's Signature		Date: 10/30/2017
Typed Name:	Christopher Cosgrove	
Inventor's Signature	: Eshor Ut And	-Date: 10/27/2017
Typed Name:	Edward Ruder	
Inventor's Signature	: Allegon Merel	Date: 10/26/2017
Typed Name:	Allyson Schrader	