

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5546824

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
8538824 CANADA CORP.	05/22/2015
RECEIVING PARTY DATA	
Name:	SALT PAYMENTS INC.
Street Address:	326 ADELAIDE ST WEST
Internal Address:	SUITE 400
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5V 1R3
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15055040
CORRESPONDENCE DATA	
Fax Number:	(416)920-1350
<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>	
Email:	docketing@pckip.com
Correspondent Name:	PERRY + CURRIER INC.
Address Line 1:	1300 YONGE STREET
Address Line 2:	SUITE 500
Address Line 4:	TORONTO, CANADA M4T1X3
ATTORNEY DOCKET NUMBER:	P4917US04
NAME OF SUBMITTER:	KARINE SIVASAMBOO
SIGNATURE:	/KARINE SIVASAMBOO/
DATE SIGNED:	05/30/2019
Total Attachments: 2	
source=Bill of Sale - Salt Tech to Salt Payments#page1.tif	
source=Bill of Sale - Salt Tech to Salt Payments#page2.tif	

Bill of Sale

FOR VALUE RECEIVED, the receipt and adequacy of which are hereby acknowledged, 8538824 CANADA CORP., a corporation incorporated pursuant to the laws of Canada ("Seller"), hereby conveys, transfers and assigns to Salt Payments, Inc., a Delaware corporation, ("Buyer"), all of Seller's right, title and interest in and to the property Seller received in connection with its foreclosure on the assets of Salt Technology, Inc., a corporation incorporated pursuant to the laws of Canada (the "Debtor"), pursuant to that certain General Security Agreement dated as of June 5, 2013 (the "GSA"). The assets acquired from the Debtor pursuant to the foreclosure include, without limitation, all of the following:

- (1) Inventory - All goods of whatever kind and wherever situate, forming part of the inventory of the Debtor including, without limitation, the following: all goods held for sale or lease; or furnished or to be furnished under contracts of service; goods which are raw materials or work in process; goods used in or procured for packing; materials used or consumed in the business of the Debtor; and emblements;
- (2) Equipment - All goods owned by the Debtor which are not inventory within the foregoing description, used or intended for use in or about the place or places hereinafter designated or in any business conducted elsewhere by the Debtor, including, without limitation, the following: machinery, fixtures, furniture, plant, vehicles of any sort or description and all accessories installed in or affixed or attached or appertaining to any of the foregoing;
- (3) Fixtures - All fixtures owned by the Debtor;
- (4) Receivables - All debts, accounts, claims, moneys and choses in action owing to, accruing due to or owned by the Debtor including, without limitation, claims against the Crown and claims under insurance policies;
- (5) Chattel Paper - All chattel paper owned or held by the Debtor;
- (6) Documents of Title - All documents of title owned or held by the Debtor, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading;
- (7) Instruments - All instruments owned by the Debtor or of which the Debtor is or becomes a holder;
- (8) Securities - All securities owned by the Debtor or of which the Debtor is or becomes a holder including, without limitation, all shares, stock, warrants, bonds, debentures, debenture stock or other securities together with renewals thereof, substitutions therefor, accretions thereto and all rights and claims in respect thereof;
- (9) Money - All money of the Debtor;
- (10) Intellectual Property - All goodwill, patents, trade marks, trade names, copyrights and other industrial and/or intellectual property owned by the Debtor;

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(11) Leases - All leases, agreements to lease and leasehold interests of the Debtor except the last day of any term of years reserved by any such lease or agreement therefor of which reversion of one day the Debtor shall stand possessed upon trust to assign and dispose of the same as the Secured Party shall direct;

(12) Intangibles - All intangibles owned or hold by the Debtor, including, without limitation, all goodwill, patents, trademarks, copyrights and industrial property;

(13) Orders - The full benefit (but not the burden) of all orders from the Debtor's customers (whether now or hereafter existing);

(14) Substitutions - With respect to the property described in each of Sections (1) to (13) hereof inclusive, all substitutions and replacements thereof, improvements, increases, additions and accessions thereto;

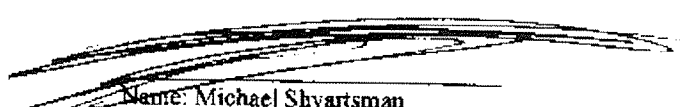
(15) Proceeds - With respect to the property described in each of Sections (1) to (14) hereof inclusive, identifiable or traceable personal property or fixtures in any form derived directly or indirectly from any dealing with such property or the proceeds therefrom including, without limitation, any payment representing indemnity or compensation for loss of, or damage to, such property or proceeds therefrom; and

(16) Books, Records, etc. - With respect to the property described in each of Sections (1) to (15) hereof inclusive, all books, accounts, invoices, letters, deeds, contracts, security, securities, instruments, bills, notes, writings, papers, documents and records in any form evidencing or relating thereto;

The transfer of assets will not render Buyer liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party and is conveyed, transferred or assigned to Buyer pursuant hereto.

Date: May 22, 2015

8538824 Canada Corp.



Name: Michael Shvartsman
Title: Chief Executive Officer

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