

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5932302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SQUARE, INC.	07/31/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DOORDASH, INC.
<b>Street Address:</b>	901 MARKET STREET, SUITE 600
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29559618
Application Number:	29655140
Application Number:	16130761
Application Number:	16406884
Application Number:	14587866
Application Number:	16439276
Application Number:	62874848
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)228-3739
<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>	
<b>Phone:</b>	510-900-9501
<b>Email:</b>	lrussell@kwanip.com
<b>Correspondent Name:</b>	KWAN & OLYNICK LLP
<b>Address Line 1:</b>	2000 HEARST AVENUE, SUITE 305
<b>Address Line 4:</b>	BERKELEY, CALIFORNIA 94709
<b>ATTORNEY DOCKET NUMBER:</b>	DASHG000
<b>NAME OF SUBMITTER:</b>	AVERY AUDREY KWAN
<b>SIGNATURE:</b>	/Avery Audrey Kwan/
<b>DATE SIGNED:</b>	01/28/2020

**Total Attachments: 8**

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EXECUTION VERSION

**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**SQUARE, INC.,**

**DOORDASH, INC.**

**AND**

**ALPINE ACQUISITION SUB, LLC**

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**Dated as of July 31, 2019**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of July 31, 2019 (this “Agreement”), is by and among Square, Inc., a Delaware corporation (“Seller”), DoorDash, Inc., a Delaware corporation (“Parent”) and Alpine Acquisition Sub, LLC, a Delaware limited liability company and a wholly owned Subsidiary of Parent (“Purchaser” and, together with Parent, the “Purchaser Parties”). Seller, Parent and Purchaser are each referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Seller and certain of its Subsidiaries are engaged in, among other things, the Business;

WHEREAS, on the terms and subject to the conditions set forth herein, Seller desires to, and desires to cause the other Seller Entities to, sell, assign, transfer and convey to Purchaser, and Purchaser desires to purchase and acquire from the Seller Entities, all of their right, title and interest in and to the Purchased Assets, and Purchaser desires to assume, pay, discharge and perform the Assumed Liabilities (the “Transaction”);

WHEREAS, concurrently with the execution and delivery of this Agreement, as a material inducement to Parent’s willingness to enter into this Agreement, certain employees of the Business are accepting employment offers from Parent, in each case contingent on the consummation of the Transaction; and

WHEREAS, simultaneously with the Closing, Seller and Purchaser desire to enter, or to cause certain of their respective Affiliates or Subsidiaries to enter, into certain other agreements in connection with the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on the terms and subject to the conditions of this Agreement, the Parties hereby agree as follows:

## ARTICLE II

### PURCHASE AND SALE: CLOSING

2.1 Purchase and Sale. On the terms and subject to the conditions of this Agreement, at the Closing, Seller shall, and shall cause the Seller Entities to, sell, assign, transfer and convey to Purchaser, and Purchaser shall purchase and acquire from the Seller Entities, all of such Seller Entities' right, title and interest in and to the Purchased Assets, free and clear of any and all Liens (other than Permitted Liens). On the terms and subject to the conditions of this Agreement, at the Closing, Purchaser shall and hereby agrees to assume, pay, discharge and perform all of the Assumed Liabilities.

2.2 Aggregate Consideration. In consideration for the Purchased Assets and the other obligations of Seller pursuant to this Agreement, at the Closing, Purchaser shall (a) pay, or cause to be paid, to Seller (and/or the Seller Entities as directed by Seller pursuant to an allocation schedule) the Aggregate Cash Consideration and the Aggregate Share Consideration (collectively, the "Aggregate Consideration") and (b) assume the Assumed Liabilities. For the avoidance of doubt, if at any time during the period between the date hereof and the Closing, there is a change in the number of issued and outstanding Parent Shares, or securities convertible or exchangeable into Parent Shares, in each case, as a result of a reclassification, stock split, stock dividend or stock distribution, recapitalization, merger, subdivision or other similar transaction, the Aggregate Share Consideration shall be equitably adjusted to provide Seller with the same economic effect as contemplated by this Agreement prior to such event.

2.3 Closing Date. The closing of the Transaction (the "Closing") shall take place at 8:00 a.m., California time, at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 525 University Avenue, Palo Alto, California 94301, on the second (2nd) Business Day following the date on which the last of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) have been satisfied (or, to the extent permitted, waived by the Party entitled to the benefits thereof) or at such other place, time and date as may be agreed between Seller and the Purchaser Parties in writing. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date."

2.4 Purchased Assets. On the terms and subject to the conditions of this Agreement, at the Closing, Seller shall, and shall cause the other Seller Entities to, sell, assign, transfer and convey to Purchaser or its designee, and Purchaser or its designee shall purchase and acquire from Seller and the other Seller Entities, all of such Seller Entities' right, title and interest as of the Closing in the following (collectively, the "Purchased Assets"):

(a) each of the following (collectively, such Contracts or portions of Contracts, the "Business Contracts"):

(i) each Contract (including license agreements, settlement agreements, releases, immunities and covenants not to sue) (A) that grants to any Seller Entity a right, license, release, immunity or covenant not to sue to any third party's Intellectual Property Rights that are exclusively used or exclusively practiced by Seller in the conduct of the Business or (B) that is an exclusive inbound license or other exclusive

inbound right to any third-party Intellectual Property Rights or Technology exclusively used or exclusively practiced in the Business;

(ii) the Contracts listed on Section 2.4(a)(ii) of the Seller Disclosure Schedules;

(iii) each other Contract that is exclusively related to the Business;

(iv) to the extent of and subject to Section 2.10(f), those portions of Shared Contracts that are exclusively related to the Business; and

(v) each sublease, license, use or occupancy agreement for real property (together with all amendments, assignments, modifications, extensions, renewals, terminations and guaranties with respect thereto) listed on Section 2.4(a)(v) of the Seller Disclosure Schedules (collectively, the "Transferred Leases");

(b) the Transferred Intellectual Property, including

(i) the right to seek and

obtain damages for the past, present or future Infringement of any Transferred Intellectual Property and

(ii) in the case of the Transferred Marks, the goodwill of the Business appurtenant thereto;

(c) the Transferred Technology;

(d) all Information Technology owned (or purported to be owned) by any Seller Entity and primarily used in the operation of the Business;

(e) except as set forth on Section 2.5(o) of the Seller Disclosure Schedules, any and all Tangible Personal Property primarily used in the operation of the Business (collectively, "Transferred Tangible Personal Property");

(f) (i) each Permit listed on Section 2.4(f) of the Seller Disclosure Schedules and

(ii) each other Permit that is primarily related to the Business (collectively, the "Transferred Permits");

(g) any and all claims, causes of action, defenses and rights of offset or counterclaims (in any manner arising or existing, whether choate or inchoate, known or unknown, contingent or non-contingent) at any time to the extent arising out of or to the extent related to the Business, the Purchased Assets or Assumed Liabilities and the right to retain all proceeds and monies therefrom received after the Closing, other than (i) any Retained Claims and other Excluded Assets pursuant to Section 2.5(h) or Section 2.5(l) and the right to receive proceeds and monies therefrom and (ii) for the avoidance of doubt, any proceeds or monies received prior to Closing from any such claims, causes of action, defenses and rights of offset or counterclaims;

(h) the Benefit Plans separately identified as Transferred Benefit Plans as listed on Section 3.17(b) of the Seller Disclosure Schedules (collectively, the "Transferred Benefit Plans") and any and all assets, trust agreements or any other funding and administrative Contracts to the extent exclusively related to the Transferred Benefit Plans; and

(i) the Business Books and Records; provided that, with respect to any such Business Books and Records, Seller and the Seller Entities shall be permitted to (i) retain copies of such Business Books and Records (or portions thereof) to the extent required to comply with applicable Law or pursuant to bona fide internal compliance procedures or retention policies (including until the expiration of the applicable statute of limitations in respect of any Taxes,

including any extensions thereof),

(ii) retain copies of such Business Books and Records (or portions thereof) to the extent related to Seller's and its Subsidiaries' obligations under the Transaction Documents,

(iii) retain copies of such Business Books and Records (or portions thereof) to the extent not exclusively related to the Business, the Purchased Assets or Assumed Liabilities,

(iv) retain such Business Books and Records in the form of so-called back-up electronic tapes that were made in the ordinary course of business and are subject to a bona fide retention policy or procedure of Seller and

(v) redact those portions of such Business Books and Records that pertain solely to Excluded Assets or Retained Liabilities, or deliver copies of such Business Books and Records unredacted; provided that the portion of such Business Books and Records that pertains to Excluded Assets or Retained Liabilities shall be subject to the confidentiality provisions of this Agreement; provided, further, that to the extent any books and records (other than minutes and related presentations of the governing bodies of Seller or any of its Subsidiaries) are not separable without undue burden or expense from books and records that are exclusively related to the Business, Seller shall notify Purchaser of such circumstance and the Parties shall cooperate to enter into a permissible arrangement (reasonably acceptable to the Parties) intended to provide the Purchaser Parties access to such Business Books and Records (for the avoidance of doubt, not including minutes and related presentations of the governing bodies of Seller or any of its Subsidiaries).

PORTIONS REDACTED

3.9 Intellectual Property.

(a) Section 1.1(f) of the Seller Disclosure Schedules sets forth a list that identifies, as of the date of this Agreement, each item of Transferred Intellectual Property that is Registered Intellectual Property (the “Transferred Registered Intellectual Property”), including the name of the Seller Entity that owns such Transferred Registered Intellectual Property. Each item of Transferred Registered Intellectual Property is subsisting and, to the Knowledge of Seller, is not invalid or unenforceable.

PORTIONS REDACTED



**Section 1.1(f)****Privileged and Confidential****SCHEDULE OF ASSETS AND SERVICES****Application Number Filing Date Patent Number Issue Date Country Assignee Title**

14/587,866 12/31/2014 10,366,436 7/30/2019 US Square CATEGORIZATION OF ITEMS BASED ON ITEM DELIVERY TIME  
14/625,680 2/19/2015 9,269,103 2/23/2016 US Square COMBINING ORDERS FOR DELIVERY  
14/625,683 2/19/2015 US Square CREATING COMBINED ORDERS FOR DELIVERY  
14/625,673 2/19/2015 10,133,995 11/20/2018 US Square COURIER NETWORK MANAGEMENT  
14/642,875 3/10/2015 US Square VARIABLE PRICING FOR DELIVERY ORDERS  
14/663,671 3/20/2015 9,639,908 5/2/2017 US Square VARIABLE DELIVERY ZONES FOR DELIVERY ORDERS  
14/663,678 3/20/2015 US Square ESTIMATING TIMING FOR DELIVERY ORDERS  
14/667,764 3/25/2015 US Square FEEDBACK-BASED MANAGEMENT OF DELIVERY ORDERS  
14/710,808 5/13/2015 10,346,889 7/9/2019 US Square DETERMINING COURIER EFFORT FOR DELIVERIES1  
14/811,924 7/29/2015 US Square CONTAINERS FOR CROWDSOURCED DELIVERY  
14/813,358 7/30/2015 US Square MANAGING COURIERS FOR FAST DELIVERIES  
14/838,446 8/28/2015 10,319,053 6/11/2019 US Square ITEM SELECTION FOR FAST DELIVERIES  
14/870,886 9/30/2015 10,043,149 8/7/2018 US Square ADD-ON ORDERS FOR DELIVERY  
14/926,056 10/29/2015 US Square MANAGING COMMUNICATIONS FOR COMBINED ORDERS  
14/978,307 12/22/2015 10,262,292 4/16/2019 US Square MANAGING COMMUNICATIONS BETWEEN PROXIMATE MOBILE DEVICES  
14/985,267 12/30/2015 10,176,448 1/8/2019 US Square GENERATION OF DYNAMIC DELIVERY ZONES FOR MERCHANTS  
14/993,149 1/12/2016 10,181,111 1/15/2019 US Square ELECTRONIC DEVICE COMMUNICATIONS FOR ITEM HANDOFFS  
15/072,153 3/16/2016 9,811,838 11/7/2017 US Square UTILIZING A COMPUTING SYSTEM TO BATCH DELIVERIES FOR LOGISTICAL EFFICIENCY  
15/078,837 3/23/2016 US Square COURIER NOTIFICATIONS REGARDING MISSING ITEMS  
15/081,113 3/25/2016 US Square AUTOMATIC COURIER DISPATCH  
15/081,066 3/25/2016 US Square DYNAMIC ADJUSTMENTS FOR COURIER SERVICES  
15/283,092 9/30/2016 9,934,530 4/3/2018 US Square APPLICATION PROGRAMMING INTERFACES FOR COURIER SERVICES  
15/389,942 12/23/2016 US Square MERCHANT CONTROLS FOR PREPARATION TIMES  
15/390,958 12/27/2016 9,928,540 3/27/2018 US Square SYSTEM FOR INTEGRATING COURIER SERVICE WITH CUSTOMER APPLICATIONS  
15/390,995 12/27/2016 US Square SYSTEM FOR INTEGRATING COURIER SERVICE WITH CUSTOMER APPLICATIONS  
15/496,040 4/25/2017 US Square VARIABLE DELIVERY ZONES FOR DELIVERY ORDERS  
15/636,863 6/29/2017 US Square SYSTEM MANAGEMENT BASED ON DEVICE INFORMATION  
15/658,451 7/25/2017 US Square ELECTRONIC DEVICE COMMUNICATIONS FOR TRAVEL MODE TRANSITIONS  
15/854,263 12/26/2017 US Square CONTROLLING USER INTERFACE INFORMATION BASED ON BUYER LOCATIONS  
15/858,742 12/29/2017 US Square MANAGING ONLINE ORDER ITEM QUANTITIES  
15/974,729 5/9/2018 US Square APPLICATION PROGRAMMING INTERFACES FOR COURIER SERVICES  
PCT/US17/053976 9/28/2017 US Square APPLICATION PROGRAMMING INTERFACES FOR COURIER SERVICES  
16/130,761 9/13/2018 US Square FOOD DELIVERY OPTIMIZATION  
16/191,873 11/15/2018 US Square COURIER NETWORK MANAGEMENT  
16/406,884 5/8/2019 US Square INTEGRATION OF FUNCTIONALITY OF A FULFILLMENT SERVICE PROVIDER INTO THIRD-PARTY APPLICATION  
16/436,997 6/11/2019 US Square ITEM SELECTION FOR FAST DELIVERIES  
16/439,276 6/12/2019 US Square DYNAMICALLY PROVIDING CONTEXT-BASED NOTIFICATION AND FULFILLMENT  
29/559,618 3/30/2016 D823,315 7/17/2018 US Square DISPLAY SCREEN HAVING GRAPHICAL USER INTERFACE OR PORTION THEREOF  
29/655,140 6/29/2018 US Square DISPLAY SCREEN HAVING GRAPHICAL USER INTERFACE OR PORTION THEREOF  
15/924,893 3/19/2018 US Square MANAGING ITEM OPTIONS FOR DISTRIBUTION EFFICIENCY  
15/922,984 3/23/2018 US Square LOCATION-BASED TRANSACTION COMPLETION  
16/367,330 3/28/2019 US Square ADAPTIVE COMBINED ORDER MANAGEMENT

**Registered Trademarks**

CAVIAR word mark US registration (Multiple registrations: Reg numbers 4737683 3/19/2014; 5576184 7/2/2015 ; 5576185 7/2/2015; 5638243 7/2/2015)  
CAVIAR word mark CA pending application (App number 1852837 8/16/2017)  
CAVIAR word mark EM registration (Reg number 14967781 12/30/2015)  
C\* [C with a dot within the C, a design mark] Multiple US registrations and one pending US application (Reg Numbers 4859807 5/19/2015; 4958602 5/19/2015; App number 86634913 5/19/2015)  
GET FOOD YOU WANT US pending application (App number 88323162 3/2/2019)  
ZESTY US pending application (App number 88045059 7/19/2018)

**Registered and/or Common Law Marks**

CAVIAR  
Caviar Logo  
CAVIAR COURIER  
CAVIAR PICKUP  
CAVIAR FOR COMPANIES  
GET FOOD YOU WANT

**Title Reg. No. Reg. Date. Country Assignee**

Caviar v1.0.2 for iOS TX0008199995 9/10/2015 US Square  
Caviar v1.0 for Android TX0008199983 9/10/2015 US Square  
Caviar v2.2.5 for Android TX0008220489 12/7/2015 US Square  
Caviar v2.13 for iOS TX0008142521 12/3/2015 US Square  
Trycaviar.com Website VA0001977708 7/13/2015 US Square

**Domains**

214togo.com mainlinedelivery.com  
817togo.com squarecaviar.co.uk  
972togo.com squarecaviar.jp  
caviar.app trycaviar.ca  
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entreesontrays.net zestyapi.com  
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fooddeliveryfortworth.com zestyapp.org  
fooddeliversouthlake.com orderaheadapp.com  
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