PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6590665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
COLIN ROBERTS	09/06/2018
SCOTT GALES	09/06/2018

RECEIVING PARTY DATA

Name:	SHOPIFY INC.
Street Address:	151 O'CONNOR STREET
Internal Address:	GROUND FLOOR
City:	OTTAWA
State/Country:	CANADA
Postal Code:	K2P 2L8

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29741444

CORRESPONDENCE DATA

Fax Number: (617)507-6127

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: (908) 462-4657

Email: gtclaw@blackhillsip.com, ksmith@gtclawgroup.com

GTC LAW GROUP PC & AFFILIATES **Correspondent Name:**

Address Line 1: ONE UNIVERSITY AVE.

Address Line 2: STE. 302B

Address Line 4: WESTWOOD, MASSACHUSETTS 02090

ATTORNEY DOCKET NUMBER:	SHOP-0001-D01-V01	
NAME OF SUBMITTER:	KELLY M. SMITH	
SIGNATURE:	/Kelly M. Smith/	
DATE SIGNED:	03/09/2021	

Total Attachments: 2

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PATENT REEL: 055532 FRAME: 0782 506543887

Application No.: 29/644,678 Attorney Docket No.: SHOP-0001-D01

ASSIGNMENT

WHEREAS, as a below named inventor, I have invented certain new and useful improvements in

CARD READER

for which a United States Patent application was filed on <u>April 19, 2018</u>, and bears Application Number 29/644,678;

(hereinafter "Application(s)")

WHEREAS, <u>Shopify Inc.</u>, a Canadian corporation, having a place of business at 150 Elgin Street, 8th Floor, Ottawa, Ontario K2P 1L4, Canada (hereinafter the "Assignee"), has acquired, or is desirous of acquiring, the entire right, title, and interest in and to (i) the Application(s), (ii) the inventions and improvements therein disclosed and (iii) any subsequent improvements thereto ((i), (ii) and (iii) collectively, the "Inventions"); and

WHEREAS, Scott Gibson Product Design Inc., a Canadian corporation, having a place of business at 205-145 Spruce St., Ottawa, Ontario, K1R 6P1, Canada (hereinafter "Gibson") and Assignee are parties to a Master Services Agreement effective July 29th, 2016 (the "MSA Agreement") where said MSA Agreement provides that any right, title and interest in Deliverables, improvements, ideas, discoveries, designs, know-how and inventions (defined as "Developments") made or created under the MSA by Gibson employees shall be the exclusive property of Assignee and any right, title and interest in patents, copyrights, and other intellectual property rights in, or based on the Developments shall be owned by Assignee.

NOW, THEREFORE, for good and valuable consideration paid to me by, or on behalf of, the Assignee, the receipt and sufficiency of which are hereby acknowledged, I, including, without limitation, as an employee and Director of Gibson, and named inventor, on my behalf and on behalf of Gibson (collectively hereinafter the "Assignor"), do hereby confirm the previous assignment, sale and/or transfer to the Assignee, or if no such previous assignment, sale and/or transfer occurred, do hereby assign, sell and transfer to the Assignee the full and exclusive right, title and interest in and to the Inventions for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries, and all conversions, divisions, reissues, continuations, continuations-in-part, renewals and/or extensions thereof (the "Subsequent Filings"). Such assignment also includes the right to claim priority to the Application(s) and Subsequent Filings under any law, rule, treaty, or convention. assignment extends to the full end(s) of the term(s) of the Application(s), such Letters Patent and any Subsequent Filings as fully and entirely as the same would have been held and enjoyed by me had assignment not been made. Said full and exclusive right, title, and interest referred to above includes all rights to all past, present and future claims for infringement of any patent resulting from the Inventions including the right to grant licenses, to bring lawsuits, and to recover damages for any past, present, and future infringement, whether known or unknown, now existing or hereafter arising.

I, as a named inventor, covenant that, at the time of my assignment, I was or am a lawful owner of the Inventions and had or have the full right to make assignment of the Inventions. I

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further covenant that the Inventions are unencumbered, and that no license has been granted to make, use, import, offer for sale or sell the Inventions.

And for the consideration aforesaid, I agree individually and, if applicable, jointly, that I will communicate to the Assignee or the representatives thereof any facts known to me respecting the Inventions, and will, upon request but without expense to me, testify in any legal proceedings, sign all lawful papers, execute all documents in connection with the Application(s) and any Subsequent Filing, make all rightful oaths and declarations, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests assigned.

My assignment shall be binding upon my heirs, executors, administrators, assigns, and/or Gibson, and shall inure to the benefit of the heirs, executors, administrators, successors and/or assigns, as the case may be, of the Assignee.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of my assignment.

1.	FULL NAME OF ASSIGNOR:
	COLIN PORFRTS

RESIDENCE:

OTTAWA, ONTARIO CANADA

EXECUTED this $\frac{6}{}$ day of $\frac{\text{September}}{}$, $20\frac{18}{}$

CL Blats
OBE703B68AFF46SIGNATURE

2. FULL NAME OF ASSIGNOR: SCOTT GALES

RECORDED: 03/09/2021

RESIDENCE:

MASHAM, QUEBEC CANADA

EXECUTED this $\frac{6}{}$ day of $\frac{\text{September}}{}$, $20\frac{18}{}$

40040C01720A42SIGNATURE

PATENT REEL: 055532 FRAME: 0784