

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7075704

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BORA PAYMENT SYSTEMS, LLC	10/22/2021
RECEIVING PARTY DATA	
Name:	BOTTOMLINE TECHNOLOGIES, INC
Street Address:	325 CORPORATE DRIVE
City:	PORTSMOUTH
State/Country:	NEW HAMPSHIRE
Postal Code:	03801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7676434
CORRESPONDENCE DATA	
Fax Number:	(603)869-7480
<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>	
Phone:	6035014804
Email:	rich.baker@bottomline.com
Correspondent Name:	RICHARD BAKER
Address Line 1:	325 CORPORATE DRIVE
Address Line 4:	PORTSMOUTH, NEW HAMPSHIRE 03801
ATTORNEY DOCKET NUMBER:	BT-180
NAME OF SUBMITTER:	RICHARD A. BAKER, JR.
SIGNATURE:	/RABaker/
DATE SIGNED:	12/15/2021
Total Attachments: 8	
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is entered into on October 22, 2021, by and between Bora Payment Systems, LLC, a California limited liability company (the “**Company**”), and Bottomline Technologies, Inc., a Delaware corporation (“**Assignee**”). Company and Assignee, among others, have entered into that certain Asset Purchase Agreement, dated as of October 6, 2021 (the “**Purchase Agreement**”). Defined terms used in this Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Purchase Agreement.

WHEREAS, Company is the owner of registrations for, and has otherwise acquired certain rights relating to, the internet domain names identified in Schedule A attached hereto (collectively, the “**Business Domain Names**”), and Assignee is desirous of having transferred to it the Business Domain Names;

WHEREAS, Company is the owner of certain trademarks, service marks, trade names, trade dress, logos, designs, and other indicators of source used in connection with the Business, including marks, registrations, and applications for registration set forth in Schedule B attached hereto (collectively, the “**Business Trademarks**”), and Assignee desires to acquire all right, title and interest in and to the Business Trademarks;

WHEREAS, Company is the owner of the patents and patent applications set forth in Schedule C attached hereto (collectively, and together with all patents and patent applications which claim priority thereto or to any patent or patent application to which the foregoing claim priority, including all continuations, divisionals, continuations-in-part, foreign counterparts and equivalents of the foregoing, the “**Business Patents**”) and Assignee desires to acquire all right, title and interest in and to the Business Patents;

WHEREAS, Company is, in addition to the Business Domain Names, Business Trademarks, and Business Patents, the owner of certain other Intellectual Property Assets (as defined in the Purchase Agreement) (collectively, the “**Other Business IP**”), and Assignee desires to acquire all right, title and interest in and to the Other Business IP;

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Company and Assignee enter into this Assignment; and

WHEREAS, Assignee desires to acquire all of Company’s right, title and interest in and to the Business Domain Names, Business Trademark, Business Patents, and Other Business IP (collectively, the “**Assigned IP**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereunto agree as follows:

1. **Transfer and Assignment of Rights in Business Domain Names.** Company hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Company:

a. All worldwide right, title and interest in and to the Business Domain Names together with any and all related trademark and service mark rights and the goodwill associated therewith, and other rights which may be granted on or as a result thereof.

b. The right to sue and collect damages and/or profits for past, present and future causes of action related to the Business Domain Names.

2. **Assignment of Business Trademarks.** Company hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Company:

a. All worldwide right, title and interest in and to the Business Trademarks together with the goodwill associated therewith, along with the ongoing and existing business related thereto, as well as all applications and registrations therefor, and other rights which may be granted on or as a result thereof.

b. The right to apply for registrations and to sue and collect damages and/or profits for past, present and future infringements of, or other causes of action related to, the Business Trademarks.

3. **Assignment of Business Patents.** Company hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Company:

a. All right, title and interest in and to the Business Patents, as well as all applications and registrations therefor, and other rights which may be granted on or as a result thereof.

b. The right to apply for patents and to sue and collect damages and/or profits for past, present and future infringements of, or other causes of action related to, the Business Patents.

4. **Assignment of Other Business IP.** Company hereby sells, assigns, transfers and sets over to Assignee, and Assignee hereby accepts from Company:

a. All worldwide right, title and interest in and to the Other Business IP together with all applications and registrations therefor, moral rights associated therewith, and other rights which may be granted on or as a result thereof.

b. The right to apply for registrations and to sue and collect damages and/or profits for past, present and future infringements of, or other causes of action related to, the Other Business IP.

To the extent any moral rights of Company cannot be transferred, Company hereby waives the right to exercise such moral rights against Assignee or any of its licensees or other designees.

5. **Further Assurances.** Company shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action as may be reasonably required to register, evidence, perfect and/or exercise the rights conveyed

hereunder or otherwise support Assignee's full enjoyment thereof, as may be requested by Assignee. Company hereby grants to Assignee an irrevocable power of attorney with full power of substitution, to make all filings and recordings necessary, and to execute all documents required therefor, for the absolute vesting and perfecting of the assignment and transfer of the Assigned IP to Assignee under the terms of this Assignment. Such power of attorney is and shall be a power coupled with an interest.

6. **Recordation and Further Actions.** Company hereby authorizes the U.S. Patent and Trademark Office, the U.S. Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Company shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably required to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

7. **Conflict with Purchase Agreement.** Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement, each of which are incorporated by reference into this Assignment. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

8. **Severability.** If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

9. **Successors and Assigns.** All the terms and conditions in this Assignment shall be binding upon Company and its successors and assigns and all others acting by, through, with or under its direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

10. **Governing Law.** This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would apply another law (whether of the State of Delaware or any other jurisdiction).

11. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have signed this Intellectual Property Assignment as of the date first set forth above.

COMPANY:

Bora Payment Systems, LLC

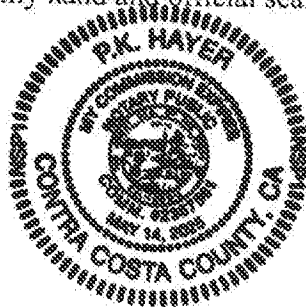
By: [Signature]
Name: STEVEN D. EVANS
Title: PRESIDENT

STATE OF California)
COUNTY OF Contra Costa) ss.
)

On October 18, 2021, before me, the undersigned, a Notary Public in and for such State, personally appeared Steven D. Evans, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a President (title) of Bora Payment Systems, LLC.

WITNESS my hand and official seal.

[SEAL]



[Signature]
Notary Public
My Commission expires on: 05/14/2025

Accepted by:

ASSIGNEE:
Bottomline Technologies, Inc.

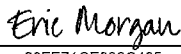
By: _____
Name:
Title:

[Signature Page to IP Assignment Agreement]

Accepted by:

ASSIGNEE:

Bottomline Technologies, Inc.

By: 
Name: Eric Morgan
Title: EVP Global Controller

[Signature Page to IP Assignment Agreement]

SCHEDULE A

DOMAIN NAMES

The following domain name registrations (GoDaddy.com is registrar):

PayerDirectHub.com
BoraPaymentSystems.com
payerdirecthub.net
pdhdemo.com
pdhtesting.com
pdhupdate.com
pdhemailtesting.com
pdhemail.com
borapdh.net
borapdh.com
pdhmigration.com

SCHEDULE B

TRADEMARKS

U.S. Trademarks

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
3,793,762 (Int. Cls.: 36, 38, and 42)	5/25/2010 (renewed 6/15/2020)	Payer Direct Hub

SCHEDULE C

PATENTS

U.S. Patents

<u>Patent Number</u>	<u>Issue Date</u>	<u>Title</u>
7,676,434 B2	3/9/2010	Payer Direct Hub