# 507203253 03/29/2022

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7250105

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name           | Execution Date |
|----------------|----------------|
| BITPAGOS, INC. | 10/16/2017     |

### **RECEIVING PARTY DATA**

| Name:           | RIPIO HOLDING                         |  |
|-----------------|---------------------------------------|--|
| Street Address: | FLOOR 4, WILLOW HOUSE, CRICKET SQUARE |  |
| City:           | GRAND CAYMAN KY1-9010                 |  |
| State/Country:  | CAYMAN ISLANDS                        |  |

### **PROPERTY NUMBERS Total: 8**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 62180442 |
| Application Number: | 62288406 |
| Patent Number:      | 11069000 |
| Application Number: | 15145721 |
| Application Number: | 62288411 |
| Application Number: | 15697799 |
| Application Number: | 62385291 |
| Application Number: | 17370648 |

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: docket@vcaiplaw.com
Correspondent Name: JEFFREY ALDRIDGE
Address Line 1: 1364 CREASE STREET

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19125

| ATTORNEY DOCKET NUMBER: | BITPAGOS   |  |
|-------------------------|--|--|
| NAME OF SUBMITTER:      | JEFFREY C. ALDRIDGE  |  |
| SIGNATURE:              | /Jeffrey C. Aldridge/                                      |  |
| DATE SIGNED:            | 03/29/2022   |  |
|                         | This document serves as an Oath/Declaration (37 CFR 1.63). |  |

PATENT REEL: 059423 FRAME: 0206

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# Total Attachments: 5 source=Confirmatory Assignnment#page1.tif source=Confirmatory Assignnment#page2.tif source=Confirmatory Assignnment#page3.tif source=Confirmatory Assignnment#page4.tif source=Confirmatory Assignnment#page5.tif

### CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is entered into and executed between BitPagos, Inc., a Delaware corporation having an office and place of business at 427 N. Tatnall Street, Suite #20464, Wilmington, Delaware 19801-2230, US ("Assignor") and Ripio Holding, a Cayman Islands exempted company, having an office and place of business at Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands ("Assignee"), pursuant to the "Contribution Agreement" ("Agreement") having an Effective Date of October 16, 2017 between Assignor and Assignee.

"Listed Patents" means the provisional patent applications, patent applications, and/or patents listed on Exhibit A.

"Subject Patents" means, all (a) Listed Patents; (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority now or in the future, (iii) that have a priority claim in common with any of the Listed Patents, (iv) that were co-owned applications that incorporate by reference, or are incorporated by reference into, any of the Listed Patents, and/or (v) which are subject to a terminal disclaimer with any of the Listed Patents; (c) any patents issuing anywhere in the world from any of the patent applications in any of the foregoing categories (a) and (b); (d) reissues, substitutes, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) through (c); (e) national (of any country of origin) and multinational patents, patent applications and

counterparts relating to any item in any of the foregoing categories (a) through (d), including certificates of invention and utility models; (f) rights provided by multinational treaties or conventions for any item in any of the foregoing categories (a) through (e); and (g) any items in any of the foregoing categories (b) through (f) whether or not expressly listed as Listed Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby acknowledges and confirms that, under the Agreement, Assignor has irrevocably sold, assigned, transferred and conveyed (or to the extent deemed necessary under applicable law, does hereby irrevocably sell, assign, transfer and convey) unto said Assignee, effective as of the above-indicated Effective Date of the Agreement, and Assignee hereby confirms Assignee's acceptance of all of Assignor's right, title, and interest (i) in and to the Subject Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Subject Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if the Assignment had not been made; (ii) in and to all causes of action (whether known or unknown, accrued or unaccrued, or whether currently pending, filed or otherwise), provisional rights and other enforcement rights under, or on account of, any of the Subject Patents, including all rights to pursue damages, injunctive relief and other remedies of any kind (including based on provisional rights) for past, current and future infringement of the Subject Patents; and (iii) to apply in any and all countries of the

world for patents; certificates of invention or other governmental grants for the Subject Patents, subject to the rights under the Subject Patents granted to Assignor and retained by certain third parties to the extent set forth in the Agreement. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention that may be granted upon any of the Subject Patents in the name of Assignee, as the assignee to the entire interest therein. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement will be controlling. This Assignment will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without reference to its choice of law principles to the contrary.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date indicated below.

## Exhibit A

| Country                  | Application Number | Title  |
|--------------------------|--------------------|--|
| United States of America | 15/145,668         | PAYMENT PROCESSING SERVICE UTILIZING A<br>DISTRIBUTED LEDGER DIGITAL ASSET               |
| United States of America | 62/180,442         | PAYMENT PROCESSING SERVICE UTILIZING A<br>DECENTRALIZED CURRENCY                         |
| United States of America | 62/288,406         | PAYMENT PROCESSING SERVICE UTILIZING A<br>DISTRIBUTED LEDGER DIGITAL ASSET               |
| United States of America | 15/145,721         | Loan processing service utilizing a<br>Distributed ledger digital asset                  |
| United States of America | 62/288,411         | LOAN PROCESSING SERVICE UTILIZING A<br>DISTRIBUTED LEDGER DIGITAL ASSET                  |
| United States of America | 15/697,799         | LOAN PROCESSING SERVICE UTILIZING A<br>DISTRIBUTED LEDGER DIGITAL ASSET AS<br>COLLATERAL |
| United States of America | 62/385,291         | LOAN PROCESSING SERVICE UTILIZING A<br>DISTRIBUTED LEDGER DIGITAL ASSET AS<br>COLLATERAL |

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|--|--------------------------------|
|  | BITPAGOS-RIPIO                 |
| BitPagos (Inc. (Assignor)  By: Sebastian Serrano CEO   | Date: <u>0070852 16, 201</u> 7 |
| Ripio Holding (Assignee)  By: Sebastian Serrano Director   | Date: 00708ER 16,2017          |
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PATENT REEL: 059423 FRAME: 0212

**RECORDED: 03/29/2022**