

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7490016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WORLDLINE S.A.	02/10/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INGENICO BELGIUM
<b>Street Address:</b>	CHAUSSEE DE HAECHT 1442
<b>City:</b>	BRUXELLES
<b>State/Country:</b>	BELGIUM
<b>Postal Code:</b>	1130
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11373159
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)518-5499
<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>	17036841111
<b>Email:</b>	rangroup@ipfirm.com
<b>Correspondent Name:</b>	HAUPTMAN HAM, LLP
<b>Address Line 1:</b>	2318 MILL ROAD, SUITE 1400
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314
<b>ATTORNEY DOCKET NUMBER:</b>	6815-001
<b>NAME OF SUBMITTER:</b>	RANDY A. NORANBROCK
<b>SIGNATURE:</b>	/Randy A. Noranbrock/
<b>DATE SIGNED:</b>	08/17/2022
<b>Total Attachments: 7</b>	
source=EfiledAssgn#page1.tif	
source=EfiledAssgn#page2.tif	
source=EfiledAssgn#page3.tif	
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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement is entered into on the Effective Date, by and between Worldline S.A., a company with registered offices located at Tour Voltaire, 1 place des degrés, 92800 Puteaux, France, hereinafter referred to as "Seller", and Ingenico Belgium, Chaussée de Haecht 1442 31/05/2021, 1130 Bruxelles, Belgium, hereinafter referred to as "ASSIGNEE", each hereinafter referred to as a "Party" or collectively as the "Parties"

### Preamble:

Seller is the owner of patents and patents applications listed below;

ASSIGNEE has expressed its interest in buying such patents and patents applications;

Therefore, the Parties have agreed as follows;

### Section 1. Definitions

"Affiliates" shall mean in respect of a Party any entity directly or indirectly controlling, controlled by or under common control with such Party. "Control" shall mean directly or indirectly owning or controlling fifty percent (50%) or more of any class of outstanding equity interests of a legal entity.

"Effective date" shall mean 01/01/2022

"Patent Rights" shall mean in respect of the Patents the rights in the invention captured by the Patents, including applications for registrations of any such things, together with:

- the corresponding priority rights according to the Paris Union Convention for the protection of Industrial Property,
- and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which may under all national and/or international laws, treaties and conventions, subsist anywhere in the world, and
- all rights to introduce any action in infringement, as well as the right to recover all corresponding compensation, such as damages or any other kind of compensation, for any infringement acts prior to the Effective Date.

"Patents" shall mean the patent applications filed by or for Seller and/or any of its Affiliates as listed and detailed in Appendix 1.

### Section 2. Assignment of Patent Rights

Seller hereby transfers to ASSIGNEE upon the Effective date, on a definitive, irrevocable, fully paid-up and exclusive basis, all the Patent Rights, as defined above, and makes all assignments necessary to accomplish the foregoing and this Agreement shall be evidence of such rights.

Seller agrees to further assist ASSIGNEE upon request to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned.

Seller hereby irrevocably designates and appoints ASSIGNEE as its agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Seller's behalf, to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Seller respectively.

The requirement on Seller to execute further documents and take further actions shall include, but shall not be limited to (i) execution, acknowledgments and delivery of affidavits, assignments, deeds, bills of sale, confirmations, certificates and other documents, (ii) providing depositions and court testimony confirming

ownership and conveyance, (iii) executing certificates to auditors, (iv) assisting ASSIGNEE in making necessary changes in applicant's and/or owner's name in the offices where the corresponding Patent has been registered or any application of such registration has been filed, and (v) such other actions that are reasonably requested by ASSIGNEE.

### Section 3. Representations, Warranties

Seller represents and warrants that:

- (i) It owns all Patents Rights to enable it to enter into the above-mentioned assignments to ASSIGNEE;
- (ii) There is no co-ownership to any of the Patent Rights transferred herein.

### Section 4. Price and payment

ASSIGNEE hereby agrees to pay to Seller, as a one-off payment in consideration for the assignments of all Patent Rights contemplated hereunder, including any and all associated obligations, covenants, undertakings, representation, warranties and deliveries, the sum of 65000 euros, taxes excluded. For the avoidance of any doubt, there is no right, express or implied, by contract or by law, for Seller to proportional fee or other recurring or per unit charges as a result of this assignment or otherwise.

Seller will invoice ASSIGNEE upon execution of this Agreement.

ASSIGNEE shall pay such invoice within forty-five (45) days end of the month, from the date of such invoice.

This payment shall be made to Seller's bank account as communicated by Seller to ASSIGNEE, by bank transfer.

If the invoice has not been paid within payment due date, the amounts due from Seller shall be increased by late payment interests on due amounts from the day following the due date, until payment has actually been made, at a rate of three (3) times the French legal interest rate, plus a collection fee of 40 euros.

Prices in this contract have been quoted exclusive of any VAT, sales taxes, turnover taxes or any comparable taxes relating to such contract.

The parties agree to pay for any VAT, sales taxes, turnover taxes or any comparable taxes according to their national law in addition to prices set forth in this contract.

### Section 5. Governing Laws and Dispute Resolution

#### 5.1 Governing Law.

This Agreement is governed by French Law to the exclusion of its conflict of law provisions. It is hereby agreed that the United Nations' Convention on Contracts for the International Sale of goods shall have no application to this Agreement and is hereby specifically excluded.

#### 5.2 Dispute resolution

Before resorting to any external dispute resolution mechanisms, the Parties will use their commercially reasonable efforts in good faith to settle any dispute in relation to this Agreement.

If a dispute arises between the Parties, the Party that believes a dispute exists will give the other Party written notice (the "Dispute Notice"), giving details of the dispute and requesting a discussion or meeting of the Parties as soon as possible to resolve the dispute.

If the dispute has not been settled within 15 (fifteen) Business Days after the Dispute Notice is given, senior management representatives of the Parties will, as soon as practicable, convene a meeting to review and attempt to resolve the dispute, such meeting to be attended by all appropriate and relevant personnel of both Parties (including legal personnel), who must have full settlement authority.

If the Parties have not resolved the dispute to their mutual satisfaction within twenty (20) Business Days after the Dispute Notice is given, either Party may submit the dispute to the courts based out of Paris, France.

Any dispute, controversy or claim arising out of or relating to this agreement if the breach, termination or invalidity thereof shall be finally settled by the courts of Paris, France.

**Section 6. Miscellaneous**

**6.1 Reasonable**

Seller and ASSIGNEE agree that all the covenants, obligations and restrictions contained in this Agreement are reasonable in all the circumstances.

**6.2 Costs**

Unless otherwise expressly stated, each Party is required to perform any obligation attributed to it in this Agreement, as applicable, at its own cost.

**6.3 Counterparts**

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same agreement.

**6.4 Exercise of Rights**

A Party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that or any other right, power or remedy. Failure by a Party to exercise or delay in exercising a right, power or remedy does not prevent its exercise or operate as a waiver.

**6.5 Waiver and Variation**

A provision of or a right created under this Agreement, as applicable, may not be waived except in writing signed by the Party granting the waiver, or varied except in writing signed by the Parties.

Place: Paris Date: 10-Feb-2022

Place: Paris Date: 16-févr.-2022

Marc-Henri Desportes:

Jonathan Ducoizet:

DocuSigned by:  
Marc-Henri DESPORTES  
SELLER

DocuSigned by:  
Jonathan Ducoizet  
ASSIGNEE

**Appendix 1: Patents**

Internal Patent Reference	Country	Filing Date	Filing Number	Title	Status	Publication Date	Publication Number	Date of Grant
FMWLO4618FR	France	31/10/2017	1760305	MULTIFUNCTIONAL PAYMENT SYSTEM	Granted	03/05/2019	FR3073864	12/06/2020
FMWLO4610AU	Australia	30/10/2018	2018359502	PAYMENT TERMINAL	Pending	21/05/2020	AU2018359502	
FMWLO4610CN	China	30/10/2018	201886078419.5	PAYMENT TERMINAL	Pending	17/07/2020	CN111433778	
FMWLO4610EP	Europe	30/10/2018	18803582.0	PAYMENT TERMINAL	Pending	09/09/2020	EP3704623	
FMWLO4610FR	France	31/10/2017	1760304	PAYMENT TERMINAL	Granted	03/05/2019	FR3073863	12/06/2020
FMWLO4610US	USA	30/10/2020	16/760,208	PAYMENT TERMINAL	Pending	17/06/2021	US2021182820	

**WORLDLINE**  
Société Anonyme au capital de 190 724 323,28 euros  
Siège social : River Ouest – 80, Quai Voltaire - 95870 Bezons  
Siren 378 901 946 RCS Pontoise  
(la « Société » ou « Worldline »)

**PROCÈS-VERBAL DE LA RÉUNION**  
**DU CONSEIL D'ADMINISTRATION DU 25 OCTOBRE 2021**

*DU PROCÈS-VERBAL DU CONSEIL DU 25 OCTOBRE 2021, IL A ÉTÉ EXTRAIT CE QUI SUIT :*

(...)

**Transfert du siège social de la Société & modifications corrélatives des statuts de la Société**

Après en avoir délibéré, et à l'unanimité des administrateurs, Monsieur Gilles ARDITTI ne prenant pas part au vote, le Conseil décide de transférer le siège social de la Société à Puteaux (92800), sis 1, Place des Degrés - Tour Voltaire, avec effet à compter du 1<sup>er</sup> novembre 2021, et de modifier en conséquence l'article 4 « *Siège social* » des statuts de la Société ainsi qu'il suit :

**« ARTICLE 4 - SIEGE SOCIAL**  
Substitution à l'ancienne rédaction

*Le siège social est fixé : 1, Place des Degrés - Tour Voltaire - Puteaux (92800). »*

Les autres termes de l'article 4 des statuts demeurent inchangés.

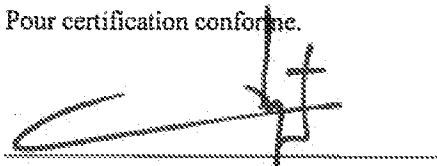
(...)

**Pouvoir pour formalités**

Les membres du Conseil confèrent en conséquence tous pouvoirs à la société SAB Formalités, 3, bd de Sébastopol, 75001 Paris, ainsi qu'au porteur d'un original, d'un extrait ou d'une copie du procès-verbal de la présente réunion du Conseil pour effectuer tous dépôts ou formalités nécessaires.

(...)

Pour certification conforme.



M. Gilles GRAPINET  
Directeur Général

**WORLDLINE**

**Société Anonyme au capital de 190 724 323,28 euros**  
**Siège social : River Ouest – 80, Quai Voltaire - 95870 Bezons**  
**Siren 378 901 946 RCS Pontoise**  
**(la « Société » ou « Worldline »)**

**LISTE DES SIEGES SOCIAUX SUCCESSIFS**

<b>Adresse du siège social</b>	<b>A compter du</b>
<b>River Ouest – 80, Quai Voltaire, 95870 Bezons</b>	<b>14 juin 2010</b>
<b>1, Place des Degrés – Tour Voltaire, 92800 Puteaux</b>	<b>1<sup>er</sup> novembre 2021</b>

Pour certification conforme.



**M. Gilles GRAPINET**  
**Directeur Général**



Declaration

I, undersigned Vincent ROLAND

Director of the company WORLDLINE, a company incorporated under the laws of Belgium with the legal form "Société Anonyme", having its registered address at Chaussée de Haecht 1442, 1130 Bruxelles, Belgium,

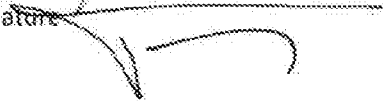
Hereby declare that the name of the Company WORLDLINE can be one of the following ones:

- WORLDLINE SA;
- WORLDLINE NV;
- WORLDLINE SA/NV; and
- WORLDLINE NV/SA.

Made in Bruxelles

Date *1 June 2022*

Signature

A handwritten signature in black ink, appearing to be 'Vincent Roland', written over a horizontal dotted line. The signature is stylized and includes a long horizontal stroke that extends to the right.