

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7958398

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALIASWIRE, INC.	05/03/2023
RECEIVING PARTY DATA	
Name:	PAYVUS LLC
Street Address:	855 BOYLSTON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9773236
Patent Number:	10096014
Application Number:	16132858
CORRESPONDENCE DATA	
Fax Number:	
<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:	16179687768
Email:	lcrocker@onboardpartners.com
Correspondent Name:	LORI E. CROCKER
Address Line 1:	855 BOYLSTON STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02116
NAME OF SUBMITTER:	LORI E. CROCKER
SIGNATURE:	/Lori E. Crocker/
DATE SIGNED:	05/17/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=Payvus - Patent Assignment Agreement#page1.tif	
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source=Payvus - Patent Assignment Agreement#page4.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of May 3, 2023 (the “**Effective Date**”), by and between ALIASWIRE, INC., a Delaware corporation (the “**Assignor**”), and PAYVUS LLC, a Delaware limited liability company (the “**Assignee**”).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (as may be, amended, supplemented, or otherwise modified from time to time, the “**Asset Purchase Agreement**”);

WHEREAS, the Assignor is the owner of all rights, title and interests in, to and under the patents and patent applications set forth on Schedule A attached hereto, and the inventions and improvements disclosed in such patents and patent applications, including, all confirmations, divisions, renewals, extensions, reissues, continuations, continuations-in-part, substitutes, amendments, modifications, reexamination amendments, certificates, and utility models (collectively, the “**Patents**”); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor desires to assign to the Assignee, and the Assignee desires to acquire from the Assignor all of the Assignor’s rights, title, and interests in and to the Patents.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements, provisions, and covenants contained herein and in the Asset Purchase Agreement, the Assignor and the Assignee agree as follows:

1. **Undefined Terms.** All capitalized terms used and not defined herein have the meanings ascribed to them in the Asset Purchase Agreement.

2. **Assignment.** The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, all of the Assignor’s rights, title and interests in and to the Patents in the United States and throughout the world, including the right to apply for patents within or outside the United States based in whole or in part upon the Patents, the right to petition, sue, or otherwise seek and recover damages, profits, and any other remedy for any past, present, or future infringement, or improper, unlawful, or unfair use, or other violations of the Patents, and any priority right that may arise from the Patents, the same to be held and enjoyed by the Assignee as fully and entirely as such rights, title and interests could have been held and enjoyed by the Assignor had this sale, assignment, transfer, conveyance, and delivery not been made.

3. **Recording.** This Agreement has been executed and delivered by the Assignor to the Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “**PTO**”) or other Governmental Authority, and the Assignor and the Assignee hereby authorize the PTO or other such Governmental Authority to record this Agreement.

4. **Further Assurances.** From time to time after the Closing, the Assignor shall take such actions as required by Section 4.2 (*Further Assurances*) of the Asset Purchase Agreement in connection with this Agreement.

5. **Asset Purchase Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. **Counterparts.** This Agreement may be executed in counterparts (delivery of which may be by facsimile or via email in portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one (1) of such counterparts.

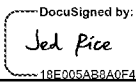
7. **Governing Law.** This Agreement, and all claims, disputes or causes of action (whether in contract or in tort, at Law or in equity or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, performance or enforcement of this Agreement, shall be governed by the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws.

Signature page follows.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed on the Effective Date.

ASSIGNOR:

ALIASWIRE, INC.

By:  _____
18E005AB8A0E4DF

Name: Jed Rice

Title: Chief Executive Officer

ASSIGNEE:

PAYVUS LLC

By: _____

Name: Tim King

Title: Chief Financial Officer

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed on the Effective Date.

ASSIGNOR:

ALIASWIRE, INC.

By: _____
Name: Jed Rice
Title: Chief Executive Officer

ASSIGNEE:

PAYVUS LLC

By:  _____
Name: Tim King
Title: Chief Financial Officer

Schedule A

PATENTS

Jurisdiction	Patent Application	Patent Number	Title	Owner of Record
U.S.	13/844,586	9,773,236	Systems, devices, and methods for processing payments for a card	ALIASWIRE, INC.
U.S.	14/327,480	10,096,014	Systems, devices, and methods for processing payments for a card	ALIASWIRE, INC.
U.S.	16/132,858	N/A	Systems, devices, and methods for processing payments for a card	ALIASWIRE, INC.