

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI35708

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EWISE SYSTEMS PTY LTD	10/01/2014
RECEIVING PARTY DATA	
Company Name:	PAYWITHMYBANK, INC.
Street Address:	2000 BROADWAY STREET
Internal Address:	SUITE 250
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94063
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17556492
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:	8167531000
Email:	patentdocketing@polsinelli.com,sfpatent@polsinelli.com
Correspondent Name:	Polsinelli LLP
Address Line 1:	PO Box 140310
Address Line 4:	Kansas City, MISSOURI 64114-0310
ATTORNEY DOCKET NUMBER:	TRUST-003COC
NAME OF SUBMITTER:	Heather Armstrong
SIGNATURE:	Heather Armstrong
DATE SIGNED:	02/19/2024
Total Attachments: 6	
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eWise Systems Pty Limited

and

PayWithMyBank, Inc.

DEED OF ASSIGNMENT



PATENTS
TRADE MARKS
IP LAW

Tel: +61 2 9925 5900
Fax: +61 2 9925 5911
www.griffithhack.com.au

THIS DEED is made on 1 October 2014.

BETWEEN **eWise Systems Pty Limited**
091 619 760
Level 9, 221 Miller Street
North Sydney, NSW 2060
Australia
 (“Assignor”)

AND **PayWithMyBank, Inc.**
a Delaware corporation of:
2000 Broadway, Suite 250
Redwood City, CA
USA
 (“Assignee”)

BACKGROUND

- A. The Assignor is the owner of the Patents and/or Patent Applications identified in the schedule (the “**Patent Portfolio**”).
- B. The Assignor has agreed to assign the Patent Portfolio to the Assignee.

AGREED TERMS

1 Definitions

In this deed:

“**Effective Date**” means the date of execution of this Deed.

“**Intellectual Property Rights**” means all intellectual, industrial and other proprietary rights in and related to the Products and invention(s) described in the Patents and/or Patent Applications identified in the schedule, including, without limitation:

- (a) patents, patent applications, patent utility models, copyrights, registered or unregistered trade marks and service marks, trade names, brand names, indications of source or appellations of origin, eligible layout rights, registered or unregistered designs and commercial names and designations;

- (b) all inventions, discoveries, trade secrets, know-how and Confidential Information;
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields whether industrial or commercial;
- (d) all letters patent, deeds of grant, certificates or documents of title for anything referred to in paragraphs (a) (b) or (c) of this definition, including the right to apply for any such rights, and all media in which anything referred to in those paragraphs is stored or embodied; and
- (e) all enhancements, modifications or developments to anything referred to in paragraphs (a) - (d)

“Patents” means:

- (a) the Patents and/or Patent Applications identified in the schedule;
- (b) any and all rights in any granted patents arising out of the Patents and/or Patent Applications identified in the schedule; and
- (c) any foreign counterparts, divisionals, renewals, continuations, revalidations and additions of or to any patents or patent applications referred to in paragraphs (a) and (b), as well as any extensions of term, supplementary protection certificates or any similar form of protection, in any jurisdiction in the world.

“Patents” means the patents and/or patent applications identified to in the Schedule.

“Products” means the payment systems, processes and software described generally in the Patents.

2 Assignment

With effect on and from the Effective Date, the Assignor assigns to the Assignee, and the Assignee accepts, all right, title and interest in and to the Intellectual Property Rights, including:

- (a) the right to apply anywhere in the world for and obtain registered intellectual property rights in respect of the Intellectual Property Rights, including patents and designs;
- (b) all benefits arising from any patent applied for or granted in relation to the Intellectual Property Rights;
- (c) any registered or unregistered designs, design rights or similar rights and all benefits arising from such rights;
- (d) any existing or future copyright, if any, in relation to all aspects of the Intellectual Property Rights, or any rights analogous to copyright;
- (e) all benefits arising from any existing or future copyright;

- (f) the right to apply to register and be registered as the owner of copyright in countries that allow registration;
- (g) any other intellectual property rights of the Assignor in the Products; and
- (h) the right to sue for past infringement and the right to enjoy for its sole benefit the reward of such action, including any damages or account of profits, and to claim any equitable or other remedies at law.

3 Warranties

The Assignor warrants that he is the owner of the Patents and that he is not aware of any person or persons other than himself with a claim to ownership or part ownership of the underlying concepts of the Products.

4 Further assurances

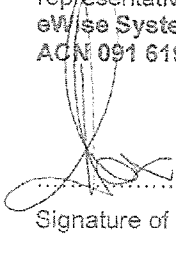
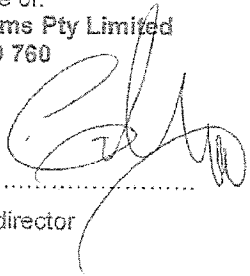
The Assignor agrees to do all things and execute and deliver all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this deed and the transactions contemplated by it, including all things necessary for the making of patent and design applications and their grant, and all things necessary to assist with the enforcement and validity of patents, patent applications, designs and design applications, including in any infringement, opposition, revocation proceedings or the like.

5 Miscellaneous

- (a) Amendments and supplements to this deed must be in writing and executed by all parties.
- (b) A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.
- (c) This deed may be executed in counterparts. All executed counterparts constitute one document.
- (d) The Assignor acknowledges and agrees that the Assignee may assign, license or transfer any and all of its right, title and interest under this deed.
- (e) This deed is governed by the laws of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

Executed as a deed.

Executed as a deed in accordance)
with s 127 of the *Corporations Act*)
2001 (Cth) by an authorised)
representative of:)
eWise Systems Pty Limited
ACN 091 619 760

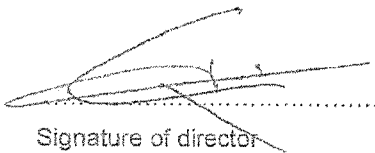

.....
Signature of director
.....
Signature of director / secretary

ALEXANDER GRINBERG

Name of director (print)

Name of director / secretary (print)

Executed as a deed in accordance)
with s 127 of the *Corporations Act*)
2001 (Cth) by an authorised)
representative of:)
PayWithMyBank, Inc.
a Delaware corporation


.....
Signature of director

.....
Signature of director / secretary

Alexandre Gauthier

Name of director (print)

Name of director / secretary (print)

Schedule

Official Number	Title	Country
2004250269	A system and method for facilitating on-line payment	Australia
2530653	A system and method for facilitating on-line payment	Canada
4869923	A system and method for facilitating on-line payment	Japan
544907	A system and method for facilitating on-line payment	New Zealand
10/561699	A system and method for facilitating on-line payment	USA
14/339932	A system and method for facilitating on-line payment	USA
2006315079	A method and apparatus for facilitating a secure transaction	Australia
2012200452	A method and apparatus for facilitating payment via mobile networks	Australia
13/975013	A method and apparatus for facilitating payment via mobile networks	USA