

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM832037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bond Financial Technologies, Inc.		06/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidelity Information Services, LLC		
Street Address:	347 Riverside Avenue		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32202		
Entity Type:	Limited Liability Company: ARKANSAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88613165	BOND	
Serial Number:	90438936	BOND	
Registration Number:	6398041		
CORRESPONDENCE DATA			
Fax Number:	2023545232		
<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:	2028083570		
Email:	docketing@kelly-ip.com		
Correspondent Name:	David M. Kelly and Lynn M. Jordan		
Address Line 1:	1300 19th Street, N.W., Suite 420		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	120.1925 and others		
NAME OF SUBMITTER:	Lynn M. Jordan		
SIGNATURE:	/Lynn M. Jordan/		
DATE SIGNED:	08/15/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of June 8, 2023 (the "Effective Date") is made by BOND FINANCIAL TECHNOLOGIES, INC. a Delaware corporation ("Owner"), in favor of FIDELITY INFORMATION SERVICES, LLC an Arkansas limited liability company ("Buyer"), the purchaser of certain assets of Owner pursuant to the Asset Purchase Agreement, by and between Buyer and Owner, dated as of the Effective Date (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, the Owner has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Owner, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Owner's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; and

(b) all rights of any kind whatsoever of Owner accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. Recordation and Further Actions. Owner hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's request, Owner shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Owner and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

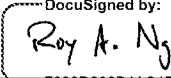
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

BOND FINANCIAL TECHNOLOGIES, INC.,
a Delaware corporation

DocuSigned by:
By:  _____
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Name: Roy Ng
Title: Co-Founder and CEO
Address for Notices:
345 California Street, Suite 600
San Francisco, California 94104

AGREED TO AND ACCEPTED:

FIDELITY INFORMATION SERVICES,
LLC, an Arkansas limited liability company

By: _____

Name:
Title:
Address for Notices:
347 Riverside Avenue
Jacksonville, Florida 32202

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

BOND FINANCIAL TECHNOLOGIES,
INC., a Delaware corporation

By: _____

Name:

Title:

Address for Notices:

345 California Street, Suite 600
San Francisco, California 94104

AGREED TO AND ACCEPTED:

FIDELITY INFORMATION SERVICES,
LLC, an Arkansas limited liability company

By: Charles Keller

Name: Charles Keller

Title: Senior Vice President, Deputy General
Counsel and Corporate Secretary

Address for Notices:



347 Riverside Avenue
Jacksonville, Florida 32202

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

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<i>Trademark Name</i>	<i>Country Name</i>	<i>Status</i>	<i>Classes</i>	<i>Filing Date</i>	<i>Appl No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>
BOND	United States of America	Pending	42	Sep 11 2019	88613165		
BOND Logo	United States of America	Registered	9, 42	Jun 8 2020	88954003	Jun 22 2021	6398041
							
BOND/Logo	United States of America	Pending	9, 42	Dec 31 2020	90438936		
 BOND							