

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/13/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PayPal International Limited		06/13/2006	CORPORATION: IRELAND

RECEIVING PARTY DATA

Name:	PayPal, Inc.
Street Address:	2211 North First Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76635774	PAYFLOW

CORRESPONDENCE DATA

Fax Number: (415)576-0300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-576-0200
 Email: mas@townsend.com
 Correspondent Name: Mark A. Steiner
 Address Line 1: Two Embarcadero Center, 8th Floor
 Address Line 2: Townsend and Townsend and Crew LLP
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	019701-006300US
NAME OF SUBMITTER:	Mark A. Steiner
Signature:	/Mark A. Steiner/

CH \$40.00 76635774

Date:

09/12/2006

Total Attachments: 4

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment is made from PAYPAL INTERNATIONAL LIMITED, a company incorporated in the Republic of Ireland and a wholly owned subsidiary of Assignee (hereinafter "Assignor"), to PAYPAL, INC., a Delaware corporation, having a principal place of business at 2211 North First Street, San Jose, California 95131 (hereinafter "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of October 10, 2005, VeriSign, Inc., a Delaware corporation, assigned the trade names, trademarks, service marks, and all common law rights, applications an registrations thereof, all the good will associated with and symbolized by same, as set forth in Schedule A attached hereto ("Assigned Trademarks") to Assignor and Assignee;

WHEREAS, Assignor and Assignee wish for Assignee to acquire all right, title and interest in and to the Assigned Trademarks including that portion of the business to which the Trademarks pertain, and all good will of the business pertaining thereto.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee all right, title and interest in and to the Assigned Trademarks including all past, present and future registrations and applications therefor, together with the portion of the business to which the Assigned Trademarks pertain and the whole of the good will of the business pertaining thereto, including all claims for royalties for licensing of the Assigned Trademarks and damages by reason of past infringement(s) of the Assigned Trademarks, with the right to sue for and collect the same for its own use and benefit, for the use, benefit and on behalf of its successors, assigns and other legal representatives.

IN WITNESS HEREOF, Assignor and Assignee have executed this Assignment effective as of the dates noted below.

PAYPAL INTERNATIONAL LIMITED (Assignor)

Dated: June 13, 2006

By: Sean Byrne
Sean Byrne
Director

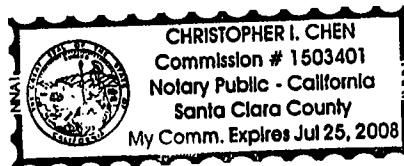
PAYPAL, INC. (Assignee)

Dated: June 19, 2006

By: John D. Muller
John D. Muller
Secretary and General Counsel

Signed this document in my presence
this 13th day of June 2006

Noel McDonald
Noel McDonald Notary Public
Commissioned for 1103
Blanchardstown Dublin 15 Ireland



(See attached CA All-Purpose Acknowledgement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

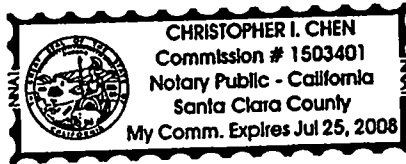
State of California }
County of Santa Clara } ss.

On June 19, 2006 before me, Christopher Chen, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John D. Muller
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment

Document Date: June 13, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: John D. Muller

- Individual
- Corporate Officer — Title(s): Secretary and General Counsel
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: PayPal Inc.

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

SCHEDULE A
Assigned Trademarks

1. Trademark: Payflow
Jurisdiction: Brazil
Serial Number: 823521087
Status: Pending
Classes: 36
2. Trademark: Payflow
Jurisdiction: Republic of Korea
Serial Number: 2000031351
Registration Number: 0083752
Classes: 36
3. Trademark: Payflow
Jurisdiction: Morocco
Serial Number: 71470
Registration Number: 71470
Classes: 36
4. Trademark: Payflow
Jurisdiction: United States
Serial Number: 75/768150
Registration Number: 2,669,539
Classes: 36
5. Trademark: Payflow
Jurisdiction: United States
Serial Number: 76/635774
Status: Pending
Classes: 35, 36, 42
6. Trademark: Payflow Fraud Screen
Jurisdiction: United States
Serial Number: 76/278312
Registration Number: 2,658,507
Classes: 36
7. Trademark: Payflow Link
Jurisdiction: United States
Serial Number: 76/278313
Registration Number: 2,658,508
Classes: 36
8. Trademark: Payflow POS
Jurisdiction: United States
Serial Number: 76/602256
Status: Pending
Classes: 36

9. **Trademark: Payflow Pro**
Jurisdiction: United States
Serial Number: 76/278315
Registration Number: 2,658,509
Classes: 36

The following common law marks:

Payflow Saver
Fast Track Support For Payflow Link
Fast Track Support For Payflow Pro
Payflow Advanced
Payflow Complete
Payflow Plus
Payflow Manager

20484/00232/DOCS/1574725.3