

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minetta, LLC		11/29/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Square, Inc.		
Street Address:	1455 Market Street, Suite 600		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4404402	VIEWFINDER	
Registration Number:	4404759		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie L. Ellerbach, Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	27350-00070-0715		
NAME OF SUBMITTER:	Connie L. Ellerbach		
Signature:	/cle1087/		

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Date:

12/16/2013

Total Attachments: 5

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EXHIBIT I**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this “*Assignment*”) is made and entered into as of November 29, 2013, by and between Minetta, LLC, a Delaware limited liability company (“*Assignor*”) and Square, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of November 29, 2013 (the “*Purchase Agreement*”), pursuant to which the Assignee has agreed to acquire all of the Assignor’s right, title and interest in and to the trademarks, service marks, and trade names that are part of the Purchased Assets, including those listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all registrations and applications therefor, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices. Assignor grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.

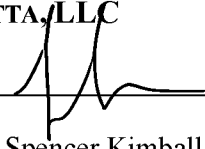
3. Miscellaneous. Capitalized terms used without definitions in this Assignment shall have the same meanings ascribed to such capitalized terms in the Purchase Agreement. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by Assignor and Assignee. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such

terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer.

MINETTA, LLC

By: _____

Name: Spencer Kimball

Title: Manager

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005174 FRAME: 0272

This Assignment acknowledged and agreed to by:

SQUARE, INC.

By: Sarah J Friar

Name: Sarah Friar

Title: CFO and Operations Lead

Date: November 29, 2013

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
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SCHEDULE I

ASSIGNED TRADEMARKS

Registered Trademarks

Mark	Country	App No Date	Reg No Date	Class(es)	Action Due Date	Status/Comments
VIEWFINDER	CTM	011413796 12/11/12	011413796 05/09/13	9, 42	Renewal 12/11/22	Registered
VIEWFINDER	Japan	2012-101182 12/10/12	5561985 03/01/13	9, 42	Renewal 03/01/23	Registered
VIEWFINDER	US	85653056 06/15/12	4404402 09/17/13	9, 42	Sec 8 Decl 09/17/18	Registered
*	US	85775925 11/09/12	4404759 09/17/13	9, 42	Sec 8 Decl 09/17/18	Registered
VIEWFINDER	Australia	1530334 12/07/12		9, 42	OA response 06/14/14	Pending -- Postpone action through 03/14 per H. Clarke 07/08/13
VIEWFINDER	Canada	1,605,762 12/07/12		9, 42	OA response 12/28/13	Pending -- Submitted US priority regn
VIEWFINDER	China	11880102 12/12/12		9	N/A	Pending -- Awaiting examination
VIEWFINDER	Russia	2012743575 12/13/12		9, 42	N/A	Pending -- Awaiting examination
VIEWFINDER	China	11880101 12/12/12		42		Closed -- Abandon Per H. Clarke 10/23/13
VIEWFINDER	Hong Kong	302460555 12/07/12		9, 42		Closed -- Abandon per H. Clarke 07/03/13
VIEWFINDER	S. Korea	45-2012-6483 12/12/12		9, 42		Closed -- Abandon per H. Clarke 10/22/13