TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Patrick Kinsel		11/15/2013	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Spindle, Inc.
Street Address:	18835 North Thompson Peak Parkway
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85526103	SPINDLE
Registration Number:	4012946	SPINDLE

CORRESPONDENCE DATA

Fax Number: 6175236850
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6175735850
Email: elizabeth.burkhard@hklaw.com
Correspondent Name: Elizabeth Burkhard/Holland & Knight LLP
Address Line 1: 10 St. James Avenue, 11th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	136665.00001
NAME OF SUBMITTER:	Elizabeth Burkhard
Signature:	/Elizabeth Burkhard/

OP $65.00 85526103

Date:	02/04/2014

Total Attachments: 6
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of [November 15], 2013 (the "**Effective Date**"), is made by and between Patrick Kinsel, a resident of Massachusetts ("**Assignor**"), and SPINDLE, INC., a Nevada corporation ("**Assignee**").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase and Domain Name, Web Site Content and Trademark Assignment Agreement, dated as of [September 15], 2013 (the "**Purchase Agreement**"), pursuant to which Assignee has agreed to purchase and accept, and Assignor has agreed to sell, transfer, convey and assign to Assignee all of Assignor's right, title and interest in and to the Spindle Asset Trademarks included in the Spindle Assets (including, without limitation, the Trademarks listed in Schedule A hereto) (the "**Marks**").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with all goodwill associated therewith (if any) and the right to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, dilution, passing off or misappropriation of the Marks and to fully and entirely stand in the place of Assignor in all matters related to the Marks.

2. (a) Cooperation. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment herein with the appropriate governmental body. Assignor shall execute and deliver such other documents and take all such other commercially reasonable actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, including its recordation in relevant state and national trademark offices.

(b) Trademark Office Authorization. Assignor and Assignee represent, warrant, authorize and request the Commissioner for Patents and Trademarks of the United States, and all officials of countries or regions in and foreign to the United States having authority so to do, to register and/or issue all such Marks and/or other grants of protection upon said Marks to the Assignee or to such nominees as it may designate.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment, Schedule A hereto and the Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. 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.

4. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state

courts located in the Borough of Manhattan in the City of New York, New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank. Signature page follows.]

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Patrick Kinsel

By _____

Spindle, Inc.

By _____

Name: William Clark

Title: President

[Notary signatures follow]

STATE OF Massachusetts)
) ss.:
COUNTY OF Suffolk)

On this 15th day of November 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared Patrick Kinsel, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Patrick Kinsel, a resident of Massachusetts, and acknowledged to me that the execution and delivery of said instrument was duly authorized.

Ellen S. Tarkinson
Notary Public

(Affix Seal Below)

ELLEN S. TARKINSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 14, 2016

STATE OF Arizona)
) ss.:
COUNTY OF Maricopa

On this 22nd day of Nov. 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared William Clark, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Spindle, Inc. as the President of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Gwen G. Lexa
Notary Public

(Affix Seal Below)

GWEN G LEXA
Notary Public - Arizona
Maricopa County
My Comm. Expires Jan 9, 2016

SCHEDULE A

TO TRADEMARK ASSIGNMENT AGREEMENT

U.S. Trademarks

Mark	Type	Serial No.	Filing Date	Registration No.	Registration Date	Register
SPINDLE (Word Mark)	Trademark Service Mark	77794245	7/31/2009	4012946	8/16/2011	USPTO Principal
SPINDLE (Word Mark)	Trademark Service Mark	85526103	1/26/2012	----	----	USPTO Principal

Foreign Trademarks

Mark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
SPINDLE	Australia	1504768	7/26/2012	1504768	11/26/2012
SPINDLE	Canada	1587685	7/26/2012	----	----
SPINDLE	EU	011072981	7/26/2012	011072981	12/6/2012