

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Patrick Kinsel | | 11/15/2013 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Spindle, Inc. | | |
| Street Address: | 8700 E Vista Bonita Dr, STE 260 | | |
| City: | Scottsdale | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85255 | | |
| Entity Type: | CORPORATION: NEVADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4012946 | SPINDLE | |
| Serial Number: | 85526103 | SPINDLE | |
| 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> | | | |
| Phone: | 6024718850 | | |
| Email: | ide@spindle.com | | |
| Correspondent Name: | David Ide | | |
| Address Line 1: | 8700 E Vista Bonita Dr, STE 260 | | |
| Address Line 4: | Scottsdale, ARIZONA 85255 | | |
| NAME OF SUBMITTER: | David J Ide | | |
| Signature: | /David J Ide/ | | |
| Date: | 02/13/2014 | | |

OP \$65.00 4012946

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**”).

WITNESSETH:

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.

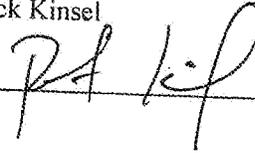
[Remainder of this page intentionally left blank. Signature page follows.]

[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.

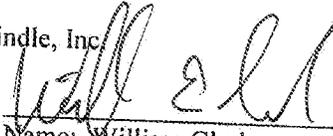
Patrick Kinsel

By

A handwritten signature in cursive script, appearing to read 'Patrick Kinsel', written over a horizontal line.

Spindle, Inc.

By

A handwritten signature in cursive script, appearing to read 'William Clark', written over a horizontal line.

Name: William Clark

Title: President

[Notary signatures follow]

TRADEMARK

REEL: 005215 FRAME: 0737

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 |