

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pushpay Holdings Limited		04/01/2013	New Zealand Limited Company: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Pushpay IP Limited		
Street Address:	65f View Road, Glenfield		
City:	Auckland		
State/Country:	NEW ZEALAND		
Postal Code:	0627		
Entity Type:	New Zealand Limited Company: NEW ZEALAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85688248	P P U S H P A Y	
CORRESPONDENCE DATA			
Fax Number:	2025858080		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-585-8000		
Email:	sharris@nixonpeabody.com		
Correspondent Name:	David L. May, Nixon Peabody LLP		
Address Line 1:	401 9th Street, N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	069066-3		
DOMESTIC REPRESENTATIVE			
Name:	David L. May, Nixon Peabody LLP		
Address Line 1:	401 9th Street, N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Shanelle A. Henry		
SIGNATURE:	/sah/		

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DATE SIGNED:	03/25/2014
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Total Attachments: 5
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Trade Mark
Deed of Assignment

PUSHPAY HOLDINGS LIMITED

and

PUSHPAY IP LIMITED

DEED dated

2013

PUSHPAY HOLDINGS LIMITED of 65f View Road, Glenfield, Auckland, 0627, New Zealand (formerly Level 1 10 Manukau Road, Auckland) (the **Assignor**).

AND

PUSHPAY IP LIMITED of 65f View Road, Glenfield, Auckland, 0627, New Zealand (the **Assignee**).

Introduction

- A. The Assignor is the owner of the Trade Mark and Trade Mark Rights.
- B. The Assignor has agreed to assign to the Assignee all of the Assignor's rights, title and interest in and to the Trade Mark and Trade Mark Rights.

Covenants

1. Definitions:



- 1.1 In this deed, including the Introduction, the following words will have the following meanings:

Effective Date means the date of signing of this deed by the Assignor;

Goodwill means the goodwill symbolised by and associated with the Trade Mark, including the whole of the goodwill arising from the use of the Trade Mark, but not including the whole of the goodwill of the business;

Trade Mark Rights means (without limitation):

- a. the Goodwill;
- b. any variation of the Trade Mark previously used by the Assignor (whether registered or not);
- c. any and all rights in the nature of copyright in the Trade Mark in all forms of stylisation in which it may have been used; and

Trade Mark means the  mark and the  mark, including the applications for those trade marks set out in the Schedule.

2. Assignment

- 2.1 In consideration of the sum of NZ\$15,062.51 paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns to the Assignee from the Effective Date absolute all of its rights, title and interest in and to the Trade Mark and Trade Mark Rights.
- 2.2 The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark and Trade Mark Rights including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this deed.

3. Further actions by the Assignor

- 3.1 If requested by the Assignee the Assignor will, at the Assignee's expense, execute any documents that may be required by the Assignee to vest the Trade Mark and/or Trade Mark Rights in the Assignee.

4. General

- 4.1 The Assignor agrees to do all things and execute any further documents that may be required to give effect to the assignment and confirmation in this deed.
- 4.2 No failure or delay by any party in exercising any right, power or privilege under this deed will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this deed.
- 4.3 The formation, validity, construction and performance of this deed will be governed by and construed in accordance with the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

SIGNED AS A DEED

Signed on behalf of
PUSHPAY HOLDINGS LIMITED by:


Signature of Director

Christopher Heaslip
Name of Director


Signature of Director/Authorised Signatory


Name of Director/Authorised Signatory

Date of signing:

1 April 2013

Signed on behalf of
PUSHPAY IP LIMITED by:

C B Heaslip
Signature of Director

Christopher Benjamin Heaslip
Name of Director

Signature of Authorised Signatory

Name of Authorised Signatory

Date of signing:

1 April 2013

WITNESS

Signature:

[Handwritten Signature]

Name:

FIONA CLIP

Address:

10 HOBBS AVE BICKENHURD



Occupation:

ACCOUNTANT

This deed must be signed by:

- a) Two or more directors of the company; or
- b) A single director of the company and a witness; or
- c) (if the company's constitution allows it), any other person and a witness; or
- d) One or more persons with a power of attorney to act on the company's behalf

SCHEDULE

Country	Number and status	Trade Mark	Class and goods/services
New Zealand	962753 Application		Class 36: Card operated financial services, financial payment services; financial transaction services, namely, providing secure commercial transactions and payment options using a mobile device at a point of sale; online payment services; computerised financial services; charitable services, namely financial services; financial advisory services; financial management advisory services; financial market information services; financial modelling services; financial nominee services; financial savings services; financial services; financial strategy services; financial database services.
United States of America	85668248 Application		Class 36: Card operated financial services, namely, financial administration of credit card and debit card accounts, credit card services, debit card services, and payment card services; financial payment services, namely, bill payment services, providing secure commercial transactions and payment options processing electronic payments made through prepaid cards; financial transaction services, namely, providing secure commercial transactions and payment options using a mobile device at a point of sale; online payment services, namely, bill payment services, providing secure commercial transactions and payment options processing electronic payments made through prepaid cards; charitable services, namely, financial services in the nature of charitable fundraising, and accepting and administering monetary charitable contributions.