

01/28/2015

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103670816

mailed
Nov 24/2014

Record 11-24-14

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new

1. Name of conveying party(ies):

VeriFone Commerce Solutions, Inc. d/b/a ChargeSmart Inc.
(previously ChargeSmart, Inc.)

- Individual(s)
- Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 1, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ChargeSmart USA Inc.

Street Address: 120 Second Street

City: San Francisco

State: California

Country: USA Zip: 94105

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Washington
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3867923

n/a

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word mark CHARGESMART

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Cawkell Brodie LLP

Internal Address: Attn: Kenneth A. Cawkell

Street Address: 439 Helmcken Street

City: Vancouver

State: BC Canada Zip: V6E 2E6

Phone Number: 604 684 3323

Docket Number: 2544

Email Address: kcawkell@cawkell.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number UNIVERSITY MICROFILMS 3067923

Authorized User Name _____

9. Signature:

Signature

11/24/2014

Date

Kenneth A. Cawkell, Asst. Secretary of ChargeSmart USA Inc.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("IP Assignment") is made and entered into as of August 1, 2014 (the "Effective Date") by and between VERIFONE COMMERCE SOLUTIONS, INC. d/b/a ChargeSmart, Inc. (previously ChargeSmart, Inc.), a corporation organized under the laws of the State of Delaware (the "Assignor") and CHARGESMART USA INC., a corporation organized under the laws of the State of Washington (the "Assignee").

WHEREAS Assignor and Assignee, together with TIO NETWORKS CORP., a corporation organized under the laws of the Province of British Columbia and VERIFONE, INC., a corporation organized under the laws of the State of Delaware, have entered into a Purchase Agreement, dated the date hereof (the "Purchase Agreement");

WHEREAS Assignor is the sole and exclusive owner of all right, title and interest in and to the Registered Trademark (as defined below); and

WHEREAS the Purchase Agreement contemplates that Assignor shall assign to Assignee, and Assignee shall accept from Assignee, all Assignee's right, title and interest in and to the trademark set forth on Exhibit A (the "Registered Trademark");

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Defined Terms. For purposes of this IP Assignment, unless otherwise indicated herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

ARTICLE II

ASSIGNMENT

Section 2.01 Assignment of Trademark. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignor hereby sells, assigns, grants, transfers, conveys, and sets over to Assignee and its successors, assigns, and nominees absolutely and forever all Assignor's entire right, title and interest in all of the Registered Trademark, including, but not limited to:

- (a) All goodwill;
- (b) All going concern value; and
- (c) All rights of priority and renewals, all rights of recovery, all income, royalties, damages and payments due at the Effective Date or thereafter with respect to the Registered Trademark and all other rights thereunder on or after the Effective Date.

All of the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Section 2.02 Recordal of the Assignment. Assignor hereby authorizes Assignee to request the relevant U.S. governmental authority to record Assignee or one of its Affiliates as the assignee and owner of the Registered Trademark and hereby consents to such recordal.

ARTICLE III

MISCELLANEOUS

Section 3.01 Amendment; Waiver. Any provision of this IP Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Assignor and Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 3.02 Assignment; No Benefit to Third Parties. For avoidance of doubt, nothing in this IP Assignment shall in any way inhibit Assignee from licensing, assigning or otherwise transferring any and all of its rights in or to the Registered Trademark.. Nothing in this IP Assignment, express or implied, is intended to confer upon any Person other than Assignor and Assignee and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this IP Assignment.

Section 3.03 Governing Law; Waiver of Jury Trial.

(a) THIS IP ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATED TO THE IP ASSIGNMENT OR THE FACTS AND CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

(b) Each party hereto acknowledges and agrees that any controversy which may arise under this IP Assignment is likely to involve complicated and difficult issues, and therefore it hereby irrevocably and unconditionally waives any and all right to trial by jury in any legal proceeding arising out of or relating to this IP Assignment or the transactions contemplated hereby.

Section 3.04 Entire Agreement. This IP Assignment and the Purchase Agreement (including all Schedules and Exhibits thereto) contain the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Assignor and Assignee agree that no claims may be made under this Agreement whatsoever and that neither party shall have any liability of any kind whatsoever under this Agreement. Assignor's and Assignee's remedies

in relation to the Registered Trademark shall be governed exclusively by the Purchase Agreement and the rights and remedies provided thereunder.

Section 3.05 Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same IP Assignment.

Section 3.06 Severability. The provisions of this IP Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this IP Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this IP Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS THEREOF, the parties have caused this Intellectual Property Assignment to be executed by their duly authorized representatives as of the date set forth above.

"ASSIGNOR"

VeriFone Commerce Solutions, Inc.
a corporation organized under the laws of
the State of Delaware

By: _____

Name: Albert Liu

Title: EVP, Corporate Development and
General Counsel

"ASSIGNEE"

ChargeSmart USA Inc.
a corporation organized under the laws of
the State of Washington

By: _____

Name:

Title:

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a corporation organized under the laws of
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By: _____
Name: Albert Liu
Title: EVP, Corporate Development and
General Counsel

"ASSIGNEE"

ChargeSmart USA Inc.
a corporation organized under the laws of
the State of Washington

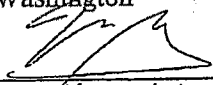
By:  _____
Name: Hamed Shahbazi
Title: President

Exhibit A: Trademark

Serial Number	Registration Number	Word Mark	Record Owner	Registration Date
77407238	3867923	ChargeSmart	ChargeSmart (VeriFone Commerce Solutions, Inc.)	October 26, 2010