

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333600

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Onur Sena Gunday		02/23/2015	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PW Inc.		
<b>Street Address:</b>	630 S. Rancho Dr., Suite F		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89106		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86475272	SPIDERPIPE	
<b>Serial Number:</b>	86475244	MOBIAMO	
<b>Serial Number:</b>	86351598	MINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	sam@paymentwall.com		
<b>Correspondent Name:</b>	Samuel Carstensen		
<b>Address Line 1:</b>	235 9th Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94103		
<b>NAME OF SUBMITTER:</b>	Samuel Carstensen		
<b>SIGNATURE:</b>	/Samuel Carstensen/		
<b>DATE SIGNED:</b>	02/27/2015		
<b>Total Attachments: 3</b>			
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source=Assignment of Mobiamo Spiderpipe MINT#page2.tif			
source=Assignment of Mobiamo Spiderpipe MINT#page3.tif			

OP \$90.00 86475272

## ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into this 23 day of February, 2015, by and between Onur Sena Gunday ("Assignor"), and PW Inc. ("Assignee"), a Nevada corporation having its principal place of business at 630 S. Rancho Dr., Suite F, Las Vegas, Nevada 89106.

WHEREAS, Assignor is the owner of the Trademarks (described in Exhibit A) and the goodwill of the business relating to the products upon which the Trademarks are used and for which they are registered (the "Goodwill"); and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to the Assignee all of its right, title, and interest in and to the Trademarks (the "Trademarks") along with the Goodwill.

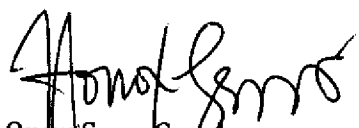
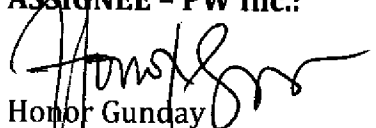
NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

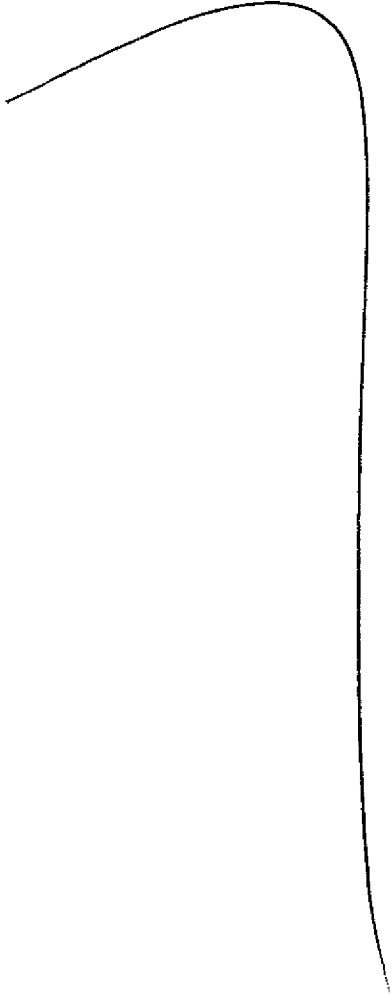
1. Assignor hereby conveys, transfers, assigns, and delivers to Assignee, the entire right, title and interest in and to the Trademarks, together with (i) the Goodwill; (ii) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks; and (iii) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks.
2. Despite the preceding paragraph, nothing in this Assignment shall be construed to vest in the Assignee any right, title, or interest in the Trademarks or in any registrations of the Trademarks outside the United States.
3. No share, interest, Assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party except as disclosed to the Assignee by the Assignor.
4. The Assignor further conveys, transfers, assigns, delivers, and contributes to the Assignee all rights in the trade dress, labels, and designs associated with the Trademarks.
5. The Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.
6. Assignor hereby authorizes and requests that the US Commissioner for Trademarks record Assignee as the owner of the applications submitted for the Trademarks by the Assignor.



7. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
8. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

<b>ASSIGNOR - Onur Sena Gunday:</b>  Onur Sena Gunday	<b>ASSIGNEE - PW Inc.:</b>  Honor Gunday Chief Executive Officer
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**EXHIBIT A  
TRADEMARKS**

1. SPIDERPIPE  
Serial No.: 86475272  
Filing Date: December 9, 2014
2. MOBIAMO  
Serial No.: 864475244  
Filing Date: December 9, 2014
3. MINT  
Serial No.: 86351598  
Filing Date: July 29, 2014

