

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Square, Inc.		11/02/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3917735	SQUARE	
<b>Registration Number:</b>	4717557	SQUARE	
<b>Registration Number:</b>	3962489	SQUARE	
<b>Registration Number:</b>	4818628	SQUARE	
<b>Registration Number:</b>	4597598		
<b>Registration Number:</b>	4597599	SQUARE	
<b>Registration Number:</b>	4606084	SQUARE WALLET	
<b>Registration Number:</b>	4656720	SQUARE WALLET	
<b>Registration Number:</b>	4656721	SQUARE WALLET	
<b>Registration Number:</b>	4656722	SQUARE WALLET	
<b>Registration Number:</b>	4404402	VIEWFINDER	
<b>Registration Number:</b>	4404759		
<b>Registration Number:</b>	4737683	CAVIAR	
<b>Registration Number:</b>	3754176		
<b>Registration Number:</b>	4085570	BOOKFRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			

CH \$390.00 3917735

**Phone:** (212) 455-3605  
**Email:** ksolomon@stblaw.com  
**Correspondent Name:** Genevieve Dorment, Esq.  
**Address Line 1:** Simpson Thacher & Bartlett LLP  
**Address Line 2:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/1958

**NAME OF SUBMITTER:** Genevieve Dorment

**SIGNATURE:** /gd/

**DATE SIGNED:** 11/05/2015

**Total Attachments: 8**

source=Square - Trademark Security Agreement (executed)#page1.tif  
source=Square - Trademark Security Agreement (executed)#page2.tif  
source=Square - Trademark Security Agreement (executed)#page3.tif  
source=Square - Trademark Security Agreement (executed)#page4.tif  
source=Square - Trademark Security Agreement (executed)#page5.tif  
source=Square - Trademark Security Agreement (executed)#page6.tif  
source=Square - Trademark Security Agreement (executed)#page7.tif  
source=Square - Trademark Security Agreement (executed)#page8.tif

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Agreement"), dated as of November 2, 2015, is entered into by SQUARE, INC., a Delaware corporation (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (together with its successors, in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 2, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders and the Administrative Agent.

**WHEREAS**, the Grantor has executed and delivered that Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to the Trademark Collateral (as defined below);

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby collaterally assigns to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, to and under all Trademarks and Trademark Licenses, including without limitation, those items set forth on Schedule A hereto, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Agreement with the United States Patent and Trademark Office.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

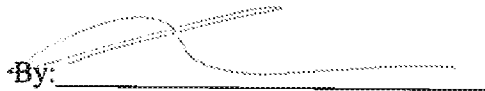
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SQUARE, INC.

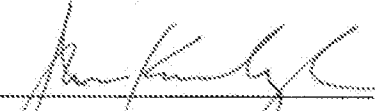
By: 

Name: Sarah Friar  
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK  
REEL: 005662 FRAME: 0240











JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent











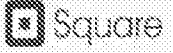
By:   
Name: \_\_\_\_\_  
Title: John G. Kowaleczuk  
Executive Director

[Trademark Security Agreement]











**TRADEMARK**  
**REEL: 005662 FRAME: 0241**

SCHEDULE A

Country	Image	Trademark	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
Argentina		SQUARE	09	8/29/2011	3111548	1/6/2014	2625407	Registered
Argentina		SQUARE	38	8/29/2011	3111550	5/19/2014	2649339	Registered
Argentina		SQUARE Design	09	3/13/2012	3150830	7/8/2013	2580758	Registered
Argentina		SQUARE Design	35	3/13/2012	3150831	7/8/2013	2580759	Registered
Argentina		SQUARE Design	36	3/13/2012	3150832	7/8/2013	2580760	Registered
Argentina		SQUARE Design	38	3/13/2012	3150833	7/8/2013	2580761	Registered
Australia		PAY WITH YOUR NAME	38	11/10/2011	1458596	7/2/2014	1458596	Registered
Australia		SQUARE	09; 38	3/2/2012	1478099	9/2/2014	1478099	Registered
Australia		SQUARE	35; 36	3/2/2012	1617500	8/5/2015	1617500	Registered
Australia		SQUARE Design	09; 35; 36; 38	3/2/2012	1478101	11/2/2012	1478101	Registered
Australia		SQUAREUP	09	3/2/2012	1478102	11/2/2012	1478102	Registered
Brazil		SQUARE	35	3/24/2010	830551301	12/18/2012	830551301	Registered
Brazil		SQUARE	38	3/24/2010	830551298	12/18/2012	830551298	Registered
Canada		PAY WITH YOUR NAME	36; 38	11/14/2011	1551996	11/30/2012	TMA837351	Registered
Canada		SQUARE	09; 35; 38	3/23/2010	1474278	8/27/2012	TMA830724	Registered
Canada		SQUARE Design	CG; CS	3/9/2012	1568165	9/25/2015	TMA915155	Registered
China		SQUARE	35	4/22/2010	8231080	7/14/2014	8231080	Registered
China		SQUARE Design	35	3/21/2012	10651947	11/21/2013	10651947	Registered
China		SQUARE Logo	09	3/21/2012	10651950	4/7/2015	10651950	Registered
China		SQUARE Logo	36	3/21/2012	10651952	3/28/2014	10651952	Registered
European Union		SQUARE	09; 36; 38	3/22/2010	008970584	2/7/2014	008970584	Registered
European Union		SQUARE Design	09; 35; 36; 38	2/17/2012	010654184	8/13/2012	010654184	Registered
European Union		SQUARE-SCAN	35; 36; 42	9/28/2010	009406497	3/6/2011	009406497	Registered
European Union		VIEWFINDER	09; 42	12/11/2012	011413796	5/9/2013	011413796	Registered
Hong Kong		SQUARE	09; 35; 36; 38	3/22/2010	301568971	11/9/2011	301568971	Registered

Country	Image	Trademark	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
Hong Kong		SQUARE Design	09; 35; 36; 38	2/21/2012	302167047	10/17/2012	302167047	Registered
India		PAY WITH YOUR NAME	36; 38	11/11/2011	2232702	8/7/2015	2232702	Registered
India		SQUARE Design	35	2/27/2012	2290090	5/30/2014	2290090	Registered
India		SQUARE Design	36	2/27/2012	2290091	12/26/2013	2290091	Registered
India		SQUARE Design	38	2/27/2012	2290092	9/16/2014	2290092	Registered
Japan		PAY WITH YOUR NAME	36; 38	11/14/2011	2011081613	1/25/2013	5553102	Registered
Japan		SQUARE Design	09; 36; 38; 42	2/22/2012	2012012599	2/7/2014	5648126	Registered
Japan		SQUARE Logo	38	2/22/2012	2012012598	2/7/2014	5648125	Registered
Japan	<b>Square</b> リーダー	SQUARE READER (in Katakana)	09; 35; 36; 38	3/26/2013	2013021696	11/14/2014	5718631	Registered
Japan	<b>Square</b> レジ	SQUARE REJI (in Katakana)	09; 35; 36; 38	3/26/2013	2013021695	12/26/2014	5730178	Registered
Japan	SQUARE ウォレット	SQUARE WALLET (in Katakana)	09; 35; 36; 38	3/26/2013	2013021697	12/26/2014	5730179	Registered
Japan		VIEWFINDER	09; 42	12/13/2012	2012101182	3/1/2013	5561985	Registered
Mexico		PAY WITH YOUR NAME	36	11/14/2011	1227342	4/23/2012	1281029	Registered
Mexico		PAY WITH YOUR NAME	38	11/14/2011	1227343	4/13/2012	1279295	Registered
Mexico		SQUARE	36	3/24/2010	1076696	3/4/2011	1205149	Registered
Mexico		SQUARE Design	09	2/24/2012	1252455	7/18/2012	1298323	Registered
Mexico		SQUARE Design	36	2/24/2012	1252453	7/13/2012	1297217	Registered
Mexico		SQUARE Design	38	2/24/2012	1252454	7/20/2012	1298954	Registered
New Zealand		SQUARE Design	09; 35; 36; 38	8/13/2012	963591	9/3/2013	963591	Registered
New Zealand		SQUARE Logo	09; 35; 36; 38	8/13/2012	963592	3/1/2013	963592	Registered
Norway		SQUARE	09; 35; 36; 38; 39; 42	6/19/2014	201407180	4/27/2015	281576	Registered



Country	Image	Trademark	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
South Africa	 Square	SQUARE Logo	09	8/14/2012	201222192	7/17/2014	201222192	Registered
South Africa	 Square	SQUARE Logo	35	8/14/2012	201222193	7/17/2014	201222193	Registered
South Africa	 Square	SQUARE Logo	36	8/14/2012	201222194	7/17/2014	201222194	Registered
South Africa	 Square	SQUARE Logo	38	8/14/2012	201222195	7/17/2014	201222195	Registered
South Korea		SQUARE Design	09; 35; 36; 38	2/21/2012	4520120000 841	7/9/2013	450045409	Registered
Switzerland		PAY WITH YOUR NAME	09; 36; 38	11/14/2011	627302011	1/19/2012	625011	Registered
Switzerland		SQUARE	09; 35; 36; 38; 39; 42	6/18/2014	572082014	6/1/2015	673621	Registered
Turkey		SQUARE Design	09; 35; 36; 38	8/13/2012	201271043	11/8/2013	201271043	Registered
Turkey	 Square	SQUARE Logo	09; 35; 36; 38	8/13/2012	201271046	1/23/2014	201271046	Registered
United States		SQUARE	09	8/5/2009	77798169	2/8/2011	3917735	Registered
United States		SQUARE	35	12/16/2013	86144464	4/7/2015	4717557	Registered
United States		SQUARE	35; 36; 38	8/5/2009	77798170	5/17/2011	3962489	Registered
United States		SQUARE	42	12/16/2013	86144480	9/22/2015	4818628	Registered
United States		SQUARE Design	09; 35; 36; 38; 42	2/14/2012	85542832	9/2/2014	4597598	Registered
United States	 Square	SQUARE Logo	09; 35; 36; 38; 42	2/14/2012	85542833	9/2/2014	4597599	Registered
United States		SQUARE WALLET	09	10/2/2012	85743978	9/16/2014	4606084	Registered
United States		SQUARE WALLET	35	10/2/2012	85743984	12/16/2014	4656720	Registered
United States		SQUARE WALLET	36	10/2/2012	85743986	12/16/2014	4656721	Registered
United States		SQUARE WALLET	38	10/2/2012	85743990	12/16/2014	4656722	Registered
United States		VIEWFINDER	09; 42	6/15/2012	85653056	9/17/2013	4404402	Registered
United States		VIEWFINDER Logo (in color)	09; 42	11/9/2012	85775925	9/17/2013	4404759	Registered
United States		CAVIAR	35; 39	3/19/2014	86225414	5/19/2015	4737683	Registered

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
<i>[design only]</i>	77768653	06/25/2009	3754176	03/02/2010
BOOKFRESH	77768646	06/25/2009	4085570	01/17/2012