

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ripple Luxembourg S.A.		04/20/2017	Société Anonyme (Sa): LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Ripple Labs Inc.		
Street Address:	300 Montgomery Street, Floor 12		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5158182	INTERLEDGER PROTOCOL	
Registration Number:	5158181	INTERLEDGER PROTOCOL	
Registration Number:	5158180	INTERLEDGER PROTOCOL	
Registration Number:	5174351	ILP	
Registration Number:	5174350	ILP	
Registration Number:	5031720	ILP	
CORRESPONDENCE DATA			
Fax Number:	4352521361		
<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>			
Phone:	4352521360		
Email:	docket@mabr.com		
Correspondent Name:	Richard C. Gilmore		
Address Line 1:	201 S. Main Street, Suite 600		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Richard C. Gilmore		
SIGNATURE:	/Richard C. Gilmore/		
DATE SIGNED:	04/27/2017		

OP \$165.00 5158182

Total Attachments: 6

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WHEN RECORDED RETURN TO:

TRADEMARKS
Docket No: R3012.0

Maschoff Brennan Laycock
Gilmore Israelsen & Wright
1389 Center Drive, Suite 300
Park City, Utah 84098

TRADEMARK ASSIGNMENT

This Assignment Agreement is between Ripple Luxembourg S.A., a Luxembourg corporation (*société anonyme*), having a principal place of business at 4, rue Henri Schnadt, L-2530 Luxembourg; and Ripple Labs Inc., a Delaware corporation, having a principal place of business at 300 Montgomery Street, Floor 12, San Francisco, California 94104 ("Assignee").

WHEREAS, Assignor has adopted, has used, used and/or is using, and is the owner of, the United States Marks listed in the attached Schedule A and the Foreign Marks listed in the attached Schedule B, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, copyrights, and the right to recover for past infringement (hereinafter "Marks") in the United States and foreign countries (hereinafter the "Territories");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Marks in the Territories, and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Marks, Registrations and Applications in the Territories;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns unto Assignee all right, title and interest in and to the above-identified Marks, Registrations and Applications in the Territories, together with the goodwill symbolized by said Marks, Registrations and Applications, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

This Assignment includes the rights to sue and recover damages for past infringements and the Assignor agrees to provide any materials within its control necessary to establish the validity of the Assignment.

THE ASSIGNOR agrees to execute any documents which are necessary to effect a transfer of title to the Assignee in said Registrations, Marks and Applications.

ASSIGNOR – RIPPLE LUXEMBOURG S.A.

By: S. Thomas

Printed Name: STEFAN THOMAS

Title: CEO DIRECTOR

Date: APRIL 20, 2017

ASSIGNEE – RIPPLE LABS INC.

By: Monica Long

Printed Name: Monica Long

Title: VP Marketing

Date: 4/20/17

SCHEDULE A

United States Trademarks

Trademark	Owner	U.S. App. Serial No.	U.S. Reg. No.
INTERLEDGER PROTOCOL	Ripple Luxembourg S.A.	86/885,792	5,158,182
INTERLEDGER PROTOCOL	Ripple Luxembourg S.A.	86/885,786	5,158,181
INTERLEDGER PROTOCOL	Ripple Luxembourg S.A.	86/885,778	5,158,180
ILP	Ripple Luxembourg S.A.	86/885,766	5,174,351
ILP	Ripple Luxembourg S.A.	86/885,748	5,174,350
ILP	Ripple Luxembourg S.A.	86/885,735	5,031,720

SCHEDULE B

Foreign Trademarks

Trademark	Country	Owner	Serial No.	Reg. No.
INTERLEDGER PROTOCOL	Australia	402 Technologies SA	1748215	
INTERLEDGER PROTOCOL	Canada	402 Technologies SA	1767029	
INTERLEDGER PROTOCOL	Switzerland	402 Technologies SA	515442016	687045
INTERLEDGER PROTOCOL	China	402 Technologies SA	18751383	18751383
INTERLEDGER PROTOCOL	China	402 Technologies SA	18751382	18751382
INTERLEDGER PROTOCOL	China	402 Technologies SA	18751381	18751381
INTERLEDGER PROTOCOL	EU	402 Technologies SA	14815203	14815203
INTERLEDGER PROTOCOL	India	402 Technologies SA	3177920	3177920
INTERLEDGER PROTOCOL	Japan	402 Technologies SA	1145212015	5840485

Trademark	Country	Owner	Serial No.	Reg. No.
INTERLEDGER PROTOCOL	Philippines	402 Technologies SA	42016500431	42016500431
ILP	Australia	402 Technologies SA	1748214	
ILP	Canada	402 Technologies SA	1767022	
ILP	Switzerland	402 Technologies SA	515452016	687044
ILP	China	402 Technologies SA	18751265	18751265
ILP	China	402 Technologies SA	18751264	18751264
ILP	EU	402 Technologies SA	14815187	
ILP	Hong Kong	402 Technologies SA	303669184	303669184
ILP	India	402 Technologies SA	3177919	
ILP	Japan	402 Technologies SA	2015114520	5840484

Trademark	Country	Owner	Serial No.	Reg. No.
ILP	Philippines	402 Technologies SA	42016500430	42016500430
ILP协议	China	402 Technologies SA	18751269	
ILP协议	China	402 Technologies SA	18751268	18751268
ILP协议	China	402 Technologies SA	18751267	18751267