

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kinetic Farm, Inc.		02/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Square, Inc.		
Street Address:	1455 Market Street, Suite 600		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4366221	ORDERAHEAD	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206.359.8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Grace Han Stanton		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Alicia Matusheski		
SIGNATURE:	/Alicia Matusheski/		
DATE SIGNED:	08/03/2017		
Total Attachments: 5			
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OP \$40.00 4366221

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”), dated as of February 6, 2017, is entered into between Square, Inc., a Delaware corporation (“**Assignee**”) and Kinetic Farm, Inc., a Delaware corporation (“**Assignor**”). All capitalized terms used but not defined herein shall have the meaning given in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee entered into an Asset Purchase Agreement, dated as of February 6, 2017 (the “**Asset Purchase Agreement**”), pursuant to which, among other things, Assignor has agreed to assign to Assignee certain trademark rights.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Trademarks. The term “Assigned Trademarks” means the trademarks set forth on **Schedule A** attached hereto.

2. Assignment. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor’s right, title and interest in and to the Assigned Trademarks together with the goodwill of the business appurtenant thereto.

3. Further Assurances. Assignor will, at the cost and expense of Assignee, do all lawful acts that are necessary for recording and perfecting Assignee’s rights to any Assigned Trademarks. In addition, and without limiting and not in lieu of the preceding sentence, Assignors shall complete, at the cost and expense of Assignee, as soon as reasonably practicable after the Closing as agreed by the parties, any necessary re-execution and notarization, if any, and other procedural steps to be taken by Assignor to render trademark assignments suitable for filing in each jurisdiction in which such Assigned Trademarks have been filed or recorded.

4. Successors and Assigns. This Trademark Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties and their respective successors and permitted assigns.

5. Severability. If any provision of this Trademark Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark Assignment will remain in full force and effect. Any provision of this Trademark Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of Law principles that would require the application of any other Law.

7. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

8. Precedence. The Asset Purchase Agreement shall take precedence over this Trademark Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Asset Purchase Agreement and any term or condition in this Trademark Assignment, the terms and conditions of the Asset Purchase Agreement shall prevail and govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective duly authorized officers.

KINETIC FARM, INC.

By: 

Name: Jeffrey Byun

Title: Chief Executive Officer

SQUARE, INC.

By: _____

Name: Sarah Friar

Title: Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective duly authorized officers.

KINETIC FARM, INC.

By: _____
Name: Jeffrey Byun
Title: Chief Executive Officer

SQUARE, INC.

By: _____
Name: Sarah Friar
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006123 FRAME: 0438

SCHEDULE A

I. Registered Trademarks:

Mark	Country	Reg No.	Reg Date	Serial No.	Filing Date
ORDERAHEAD	USA	4,366,221	07/09/2013	85/698,166	08/08/2012