

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dr. Mark Hale		03/14/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Facepay, Inc.		
Street Address:	370 Jackson Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4442123	FACEPAY	
Serial Number:	86639931	FACEPAY	
Serial Number:	87801384	FACEPAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	916-749-4851		
Email:	sdon@sdonlaw.com		
Correspondent Name:	Stacy E. Don		
Address Line 1:	3007 Douglas Blvd., Suite 100		
Address Line 4:	Roseville, CALIFORNIA 95661		
NAME OF SUBMITTER:	Stacy E. Don		
SIGNATURE:	/Stacy E. Don/		
DATE SIGNED:	03/15/2018		
Total Attachments: 2			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (“Agreement”), dated as of March 13, 2018 is between Dr. Mark Hale, an individual residing in California (“Assignor”) and Facepay, inc., a Delaware corporation (“Assignee”).

WHEREAS, Assignor owns the trademarks and service marks FACEPAY, and FACEPAYME, and the registrations and applications to register the trademark and service marks, as set forth on Exhibit A (the “Marks”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, the applications and registrations of the Mark, the goodwill associated therewith, and is acquiring the entire business or portion thereof to which the Marks pertain, including the intent-to-use marks and applications.

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

Assignor hereby transfers, conveys, and assigns to Assignee the entire right, title and interest in and to the Marks, together with all derivations thereof and all registrations for the Marks worldwide and the applications to register the Marks, the goodwill of the business symbolized by the Marks, and the applications to register the Marks as part of the entire business or portion thereof to which the Marks pertain as required by 15 U.S.C. section 1060, and the right to assert rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

Assignor hereby agrees to execute all such documents as may be required to transfer, and when applicable, to record the transfer of the Marks.

IN WITNESS THEREOF, this Trademark Assignment Agreement has been duly executed and delivered as of the date first written above.

ASSIGNOR: Dr. Mark Hale

ASSIGNEE: facepay, inc.

By: DocuSigned by:
Mark Hale
BCA8FABE304D43B 3/14/2018

Dr. Mark Hale

By: DocuSigned by:
Mark Hale
BCA8FABE304D43B 3/14/2018

Dr. Mark Hale, CEO

Exhibit A

Mark	Jurisdiction	Application No./Registration No.	Class	Status
FACEPAY	U.S.	4442123	36	Registered
FACEPAY	European Union	009683401	36	Registered
FACEPAY	U.S.	86639931	9	Pending
FACEPAY	U.S.	87801384	36	Pending
FACEPAYME	European Union	009915166	36	Registered