

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM521865

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                     |
| Simility, LLC   |  | 07/18/2018            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | PayPal, Inc.                                       |                       |  |
| <b>Street Address:</b>  | 2211 North First Street                            |                       |  |
| <b>City:</b>  | San Jose   |                       |  |
| <b>State/Country:</b>   | CALIFORNIA   |                       |  |
| <b>Postal Code:</b>   | 95131  |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 5081353  | DEVICE RECON          |  |
| <b>Registration Number:</b>   | 5072884  | SIMILITY              |  |
| <b>Registration Number:</b>   | 5081352  |                       |  |
| <b>Serial Number:</b>   | 87929537   | SIMILITY              |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 6509385200   |                       |  |
| <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>Phone:</b>   | 6509888500   |                       |  |
| <b>Email:</b>   | trademarks@fenwick.com                             |                       |  |
| <b>Correspondent Name:</b>  | Karen A. Webb                                      |                       |  |
| <b>Address Line 1:</b>  | 801 California Street                              |                       |  |
| <b>Address Line 2:</b>  | Silicon Valley Center                              |                       |  |
| <b>Address Line 4:</b>  | Mountain View, CALIFORNIA 94041                    |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Karen A. Webb                                      |                       |  |
| <b>SIGNATURE:</b>   | /kaw/  |                       |  |
| <b>DATE SIGNED:</b>   | 05/02/2019   |                       |  |
| <b>Total Attachments: 4</b>   |  |                       |  |
| source=Simility LLC to PayPal, Inc#page1.tif  |  |                       |  |

CH \$115.00 5081353

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “*Assignment*”), dated as of July 18, 2018 (“*Effective Date*”), is by and between Simility, LLC, a limited liability company, (“*Assignor*”) to PayPal, Inc., a Delaware corporation, (“*Assignee*”).

WHEREAS, Assignor is the owner of certain intellectual property (the “*Assigned IP*”); and

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Assigned IP, and Assignee desires to accept all right, title and interest in and to the Assigned IP.

NOW, THEREFORE, in consideration of the good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications owned or licensed in, in whole or in part, by Assignor in existence as of the Effective Date, including, but not limited to the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Assignment of Other IP. Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) all technologies, procedures, processes, designs and design rights, inventions, discoveries, know-how, patents (including utility models and the like, and patent applications pending before any relevant authority worldwide, with any additions, continuations, continuations-in-part, divisions, reissues or extensions based thereon), copyrights (and other rights of authorship), mask work rights, trade secrets, computer programs (in source code and object code form), domain names, uniform resource locators, other names and locators associated with the Internet, web addresses, web sites, flow charts, formulae, data, enhancements, updates, translations, adaptations, information, specifications, designs, process technology, manufacturing requirements, quality control standards, confidential information and any other similar intangible property or rights to such intangible property owned or licensed in, in whole or in part, by Assignor in existence as of the Effective Date (collectively “*Other IP*”); (ii) all licenses for the use of the Other

IP; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representative.

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

SIMILIX, LLC

By: 

Name: Monifa Clayton

Title: President and Secretary

ACCEPTED BY:

ASSIGNEE

PAYPAL, INC.

By: 

Name: Jonathan Auerbach

Title: EVP, Chief Strategy & Growth Officer

TRADEMARK

REEL: 006636 FRAME: 0012

# Schedule A-Trademarks

| Title  | Country                  | Registration or Serial No. | Application Date | Registration Date | Local Classes | Case Status         |
|--|--------------------------|----------------------------|------------------|-------------------|---------------|---------------------|
| SIMILITY   | United States of America | 5072884                    | Mar-25-2016      | Nov-01-2016       | 42            | Registered          |
| <br>Simility design   | United States of America | 5081352                    | Mar-25-2016      | Nov-15-2016       | 42            | Registered          |
| DEVICE RECON   | United States of America | 5081353                    | Mar-26-2016      | Nov-15-2016       | 42            | Registered          |
| <br>SIMILITY & design | United States of America | 87/929537                  | May-21-2018      |                   | 42            | Application pending |