

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528624

| | | | |
|--|---|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Bank of New York Mellon Corporation | | 06/19/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Bank of New York Mellon | | |
| Street Address: | 240 Greenwich Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10286 | | |
| Entity Type: | Chartered Bank: NEW YORK | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5643922 | BNY MELLON TOKENIZED PAYMENTS A SMARTER | |
| Registration Number: | 5628032 | BNYM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4122883063 | | |
| | <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: | 4122887284 | | |
| Email: | krydstrom@reedsmith.com, jnewman@reedsmith.com, PTOIPINBOX@reedsmith.com | | |
| Correspondent Name: | Kirsten R. Rydstrom | | |
| Address Line 1: | 225 Fifth Avenue | | |
| Address Line 4: | Pittsburgh, PENNSYLVANIA 15222-2716 | | |
| NAME OF SUBMITTER: | Kirsten R. Rydstrom | | |
| SIGNATURE: | /Kirsten R. Rydstrom/ | | |
| DATE SIGNED: | 06/20/2019 | | |
| Total Attachments: 4 | | | |
| source=US Trademark Assignment (fully executed 061919)#page1.tif | | | |
| source=US Trademark Assignment (fully executed 061919)#page2.tif | | | |
| source=US Trademark Assignment (fully executed 061919)#page3.tif | | | |

OP \$65.00 5643922

US TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective June 19, 2019, is made by **The Bank of New York Mellon Corporation**, a Delaware corporation, with its principal place of business at 240 Greenwich Street, New York, New York 10286 (hereinafter "ASSIGNOR") and delivered to, and in favor of, **The Bank of New York Mellon**, a New York state chartered bank, with its principal place of business at 240 Greenwich Street, New York, New York 10286 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR owns all right, title and interest in the trademarks and trade names found and described on Schedule A (hereinafter referred to as the "Marks");

WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to Assignee, all right, title and interest in and to all Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR'S right, title and interest in the Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

NOW, THEREFORE, in exchange for mutual promises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE intending to be legally bound, hereby agree as follows:

1. **ASSIGNMENT**. ASSIGNOR hereby conveys, transfers, assigns, grants, and delivers to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR's entire right, title and interest in and to the Marks, as set forth on the attached **SCHEDULE A**, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

2. **OWNERSHIP**. ASSIGNOR represents and warrants that: (a) it is the owner of the entire right, title and interest in and to the Marks; (b) it has the right and authority to assign ownership of the Marks; and (c) it has not executed, and will not execute any agreement in conflict herewith.

3. **RECORDATION.** ASSIGNOR authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United to record and register this Assignment.

4. **FURTHER ASSURANCES.** From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such other documents and instruments, and shall take, or cause to be taken, all such other actions as are reasonably necessary to vest full title in and to the Marks in ASSIGNEE, and to effectuate the objectives set forth in this Assignment.

5. **AMENDMENTS AND SEVERABILITY.** This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as possible, provided that it is reasonably acceptable to the parties.

6. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon, inure to the benefit of, and is enforceable by the parties hereto and their respective successors and assigns.


7. **HEADINGS.** Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

8. **COUNTERPARTS.** This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

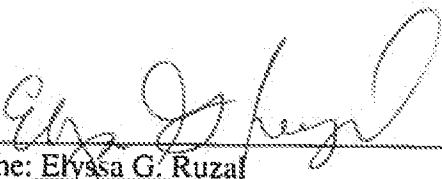
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be duly executed by its authorized representative effective as of the date first above written.

The Bank of New York Mellon Corporation

By: 
Name: Brian Sapir
Title: MANAGING COUNSEL

The Bank of New York Mellon

By: 
Name: Elyssa G. Ruzal
Title: Vice President Corporate Marketing

SCHEDULE A

| Trademark | Country | Application No. | Registration No. |
|--|---------------|-----------------|------------------|
| BNY MELLON TOKENIZED PAYMENTS -- A SMARTER PAYMENTS SOLUTION | United States | 87/049,730 | 5,643,922 |
| BNYM | United States | 86/005,072 | 5,628,032 |