

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAYSAFE HOLDINGS UK LIMITED		12/20/2018	Corporation: ENGLAND
RECEIVING PARTY DATA			
Name:	Skrill Company		
Street Address:	25 Canada Square		
City:	London		
State/Country:	ENGLAND		
Postal Code:	E14 5LQ		
Entity Type:	Company: ENGLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	78154722	NETELLER	
Registration Number:	4546109	NETELLER	
Registration Number:	3587116	NETELLER	
Serial Number:	86102935	NETELLER	
Registration Number:	3591231	NETELLER	
Registration Number:	2603878	NETELLER.COM	
Registration Number:	4980582	NET+	
Registration Number:	4973329	NET+	
Registration Number:	4744407	NET+	
Serial Number:	86095715	N	
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:	2138915031		
Email:	trademark@buchalter.com		
Correspondent Name:	Jessie K. Reider, CA Bar No. 237113		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 2:	Buchalter		

CH \$265.00 78154722

Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER: Jessie K. Reider, CA Bar No. 237113

SIGNATURE: /jkr/

DATE SIGNED: 09/01/2019

Total Attachments: 22

source=EXECUTED Assignment by Deed(11657331)#page1.tif
source=EXECUTED Assignment by Deed(11657331)#page2.tif
source=EXECUTED Assignment by Deed(11657331)#page3.tif
source=EXECUTED Assignment by Deed(11657331)#page4.tif
source=EXECUTED Assignment by Deed(11657331)#page5.tif
source=EXECUTED Assignment by Deed(11657331)#page6.tif
source=EXECUTED Assignment by Deed(11657331)#page7.tif
source=EXECUTED Assignment by Deed(11657331)#page8.tif
source=EXECUTED Assignment by Deed(11657331)#page9.tif
source=EXECUTED Assignment by Deed(11657331)#page10.tif
source=EXECUTED Assignment by Deed(11657331)#page11.tif
source=EXECUTED Assignment by Deed(11657331)#page12.tif
source=EXECUTED Assignment by Deed(11657331)#page13.tif
source=EXECUTED Assignment by Deed(11657331)#page14.tif
source=EXECUTED Assignment by Deed(11657331)#page15.tif
source=EXECUTED Assignment by Deed(11657331)#page16.tif
source=EXECUTED Assignment by Deed(11657331)#page17.tif
source=EXECUTED Assignment by Deed(11657331)#page18.tif
source=EXECUTED Assignment by Deed(11657331)#page19.tif
source=EXECUTED Assignment by Deed(11657331)#page20.tif
source=EXECUTED Assignment by Deed(11657331)#page21.tif
source=EXECUTED Assignment by Deed(11657331)#page22.tif

(1) PAYSAFE HOLDINGS UK LIMITED

- and -

(2) SKRILL LIMITED

ASSIGNMENT BY DEED

THIS ASSIGNMENT BY DEED ("Assignment") is dated

December 20th, 2018.

BETWEEN

- (1) **PAYSAFE HOLDINGS UK LIMITED**, a company incorporated in England and Wales with registered number 03202517 whose registered office is at Floor 27, 25 Canada Square, London, England, E14 5LQ (the "**Assignor**"), and
- (2) **SKRILL LIMITED**, a company incorporated in England and Wales with registered number 04260907 whose registered office is at 25 Canada Square, London, England, E14 5LQ (the "**Assignee**")

together the **Parties**, and each a **Party**.

BACKGROUND

The Assignor desires to assign certain assets and intellectual property rights to the Assignee on the terms set out below.

IT IS AGREED:-

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Assignment:-

1.1.1 **API:** means an application programming interface;

1.1.2 **Assets:** the Neteller Technology;

1.1.3 **Consideration:** means the amount of Euro 321,968,044;

1.1.4 **Effective Date:** means 1 January 2018;

1.1.5 **Features:** shall include the following features transaction limits, automated know-your-client processes, personal validation questions/challenges, account access and alternative payment provider integrations;

1.1.6 **Intangible Assets:** means the Neteller Technology IPRs and the Paysafe Trade Marks;

1.1.7 **Intellectual Property Rights or IPRs:** means patents, rights to inventions, copyright and related rights, unregistered trade marks that are not applied to be registered as a trade mark, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and, save as set out herein, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world. Notwithstanding the aforementioned, domain names, registered trade marks, and applications for registered trade marks and domain names shall be expressly excluded from this definition;

- 1.1.8 **Loan Agreement:** means the agreement to be entered into on the date of signing of this Assignment evidencing the Assignee's indebtedness to the Assignor in respect of the Consideration.
- 1.1.9 **Neteller Technology:** means the technology that is at the Effective Date, or has in the past been, comprised within the Neteller digital wallet platform and shall include everything comprised within the 'Neteller stack', namely the member portal for clients, merchants application for merchants, back office tools including internal management functions to service customers and memberships and 'Net +' card management (including prepaid cards), API application for merchant's integration for web services, internal operational application used for managing batch runs, enterprise services layer including more than 225 services such as manipulation and reporting of transaction data and authorization and encryption capabilities services, content management being the key commercial tool for functions such as marketing, and risk and fraud capabilities which leverage off the actimise system involving setting parameters, integration and know-how to ensure high performance against fraud; along with all Features, applications, software, code, executables, algorithms, parameters, concepts, tools, models, prototypes, methods, documentation, examples, materials, works, systems or otherwise comprised therein or related directly thereto;
- 1.1.10 **Neteller Technology IPRs:** the IPRs in the Neteller Technology; and
- 1.1.11 **Paysafe Trade Marks:** means the complete list of trade marks set out at schedule 1.
- 1.2 Clause and schedule headings shall not affect the interpretation of this Assignment.
- 1.3 A person includes a natural person, partnership, unincorporated association, body corporate, government, state or agency of a state, local or municipal authority or government body or a joint venture wherever incorporated or situated (in each case whether or not having separate legal personality) and includes that person's legal personal representatives, successors and permitted assigns.
- 1.4 A company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless expressly provided otherwise in this Assignment, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 The schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the schedules.
- 1.7 References to clauses and schedules are to the clauses and schedules of this Assignment.

- 1.8 Words in the singular shall include the plural and vice versa. A reference to one gender shall include the other gender and neuter and vice versa.
- 1.9 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status or legal concept is, in respect of any jurisdiction other than England and Wales, deemed to include what most nearly approximates in that jurisdiction to the English legal term.
- 1.10 Any reference to writing or written includes the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 1.11 Any obligation in this Assignment on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Effective Date

- 2.1 This Assignment shall be legally effective on the Effective Date.

3. Assignment

- 3.1 The Assignor irrevocably **HEREBY ASSIGNS, CONVEYS AND TRANSFERS BY DEED** to the Assignee, its successors, assigns and legal representatives, with full title guarantee and without restriction all legal and beneficial right, title and interest past, present and future absolutely in the Assets and the Intangible Assets (under any and all laws and in any and all jurisdictions) together with all rights of action powers and benefits accruing or belonging to the owners of the Assets and the Intangible Assets including without limitation:-

- 3.1.1 the right to sue for damages and seek other legal remedies in respect of all causes of action relating to the Assets and the Intangible Assets arising prior to, on, or after, the Effective Date, including without limitation the right to obtain equitable relief, including injunctive relief, and the right to fully and entirely stand in the place of the Assignor in all matters relating to the Assets and the Intangible Assets;
- 3.1.2 the right to register and/or apply for, and claim priority from, and/or prosecute and/or maintain, patents, utility models, design registrations and the like rights of exclusion with respect to the Assets and the Intangible Assets in all countries and/or territories in the world;
- 3.1.3 the absolute entitlement to any registrations granted pursuant to any applications to register the Intangible Assets; and
- 3.1.4 the right for the Assignee, its successors, assigns and legal representatives to use and enjoy the Assets and the Intangible Assets as fully and entirely as would have been held and enjoyed by the Assignor had this Assignment not been entered into.

4. Consideration

4.1 The Consideration shall remain outstanding at the date of signing of this Assignment on an inter-company loan account and shall constitute an interest-accruing unsecured debt of the Assignee payable to the Assignor in accordance with the terms of the Loan Agreement.

5. Warranties

5.1 The Assignor warrants that:-

5.1.1 it is at the Effective Date the legal and beneficial owner of all legal and beneficial right, title and interest in and to the Assets and the Intangible Assets;

5.1.2 it has not at the Effective Date licensed or assigned, or purported to license or assign the Assets or the Intangible Assets or any part therein to any third party, and shall not in the future purport to do so;

5.1.3 it has procured all waivers from all authors of the Assets in relation to any moral rights that such authors may have in connection thereto arising under the Copyright, Designs and Patents Act 1988 and, as far as is legally possible, waivers or consents in relation to any broadly equivalent rights such authors may have in any country and/or territory of the world; and

5.1.4 the Assets and the Intangible Assets are free from any security interest, option, mortgage, charge or lien.

5.2 Each Party acknowledges that, in entering into this Assignment, it has not relied on any warranty, representation or undertaking except those expressly set out in this Assignment and each Party waives any claim for breach of any representation (unless made fraudulently) which is not specifically contained in this Assignment as a warranty.

6. Further Assurances

6.1 The Assignor shall at the request of the Assignee, do all acts and things (including, without limitation, executing all documents necessary and/or desirable and providing all necessary assistance) to give full effect to the terms herein, including but not limited to (i) securing the vesting in Assignee of all right, title and interest in the Intangible Assets, (ii) recording the assignment of each trade mark comprised within the Paysafe Trade Marks in the relevant trade mark registries in such form as the Assignee shall request, including entering into a confirmatory assignment for such purposes (iii) delivering up the Assets in whatever format or medium to the Assignee on request, (iv) providing all such assistance as the Assignee may require in the event that any person or entity bring a claim against the Assignee alleging that the reproduction, use or exploitation of any Asset (or part therein) infringes the rights of any third party, and (v) entering into novation(s) to give the Assignee and their successors, assigns and legal representatives the full benefit of clause **Error! Reference source not found.**

7. Power of Attorney

7.1 The Assignor hereby appoints the Assignee to be its attorney in order to execute, do all such acts and deeds, and execute all such further documents and instruments as the Assignee may in its absolute discretion deem necessary

or desirable in order to give full effect to the Assignment and the Assignor hereby agrees, ratifies and confirms all such further acts, deeds, documents and instruments which the Assignee may do or execute pursuant to such appointment.

8. Previous Names for Assignor

8.1 The Assignor was incorporated on 22 May 1996 as GLOBAL NETSITE SOLUTIONS LIMITED. A copy of the certificate of incorporation is at **schedule 2**. On 11 July 1997 the company changed its name to NETINVEST LIMITED, which was further changed on 7 February 2017 to PAYSAFE HOLDINGS UK LIMITED. A copy of these certificates of change are also set out at **schedule 2**.

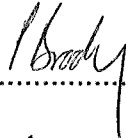
9. General

- 9.1 Either party may at any time assign any or all of its rights under this Assignment.
- 9.2 Either Party may at any time and without notice to the other Party set off any liability of it to the other Party against any liability of the other Party to it, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement or another agreement. Any exercise by either Party of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Assignment or otherwise. In case of an assignment, the assignee could exercise any and all of the set off rights.
- 9.3 Any failure or delay of any party to exercise any rights or powers (or part thereof) under this Assignment shall not be deemed to be a waiver of those or any other rights, unless expressly so agreed in writing by such Party.
- 9.4 Should any provision of this Assignment be declared void or otherwise unenforceable, then the Parties shall consult with each other and agree an alternative provision which achieves a result as similar as possible to the results which would have been achieved by the unenforceable provision provided always that if this remedying mechanism is not permitted by law then such provision shall be severed and the remainder of the provisions in this Assignment shall continue in full force and effect as if this Assignment has been executed with the invalid, illegal or unenforceable provision eliminated.
- 9.5 This Assignment constitutes the entire agreement and understanding between the Parties with regard to its subject matter and supersedes all prior oral or written agreements, representations, understandings or arrangements between the Parties relating to its subject matter. Any amendment to this Assignment must be made in writing and signed by the duly authorised representatives of each Party.
- 9.6 This Assignment may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. No counterpart shall be effective until each Party has executed and delivered one counterpart.
- 9.7 This Assignment and any non-contractual obligations arising out of or in connection with it or its subject matter shall be governed by and construed in


accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Assignment or its subject matter or formation.

IN WITNESS WHEREOF the Parties hereto have caused this **ASSIGNMENT BY DEED** to be executed by their respective duly authorised representatives and signatories, as evidenced by the documents attached at **schedule 3**, on the day, month and year set out at the head of this document.

EXECUTED and DELIVERED
as a DEED by Assignor
(PAYSAFE HOLDINGS UK LIMITED)
acting by Paul Brooking


.....
Director

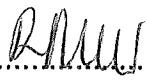
in the presence of:

Witness signature: .....
Witness name: Rosie Williams
Witness address: 130 Fletching Road
E5 9QR
Witness occupation: Executive Assistant

EXECUTED and DELIVERED
as a DEED by Assignee
(SKRILL LIMITED)
acting by Fayyaz Ansari


.....
Director

in the presence of:

Witness signature: .....
Witness name: Rosie Williams
Witness address: 130 Fletching Road
E5 9QR
Witness occupation: Executive Assistant

Schedule 1
Paysafe Trade Marks

COUNTRY	STATUS	APPLN #/REG #	DATE OF FILING/REG.	REGISTERED OWNER OF MARK / TITLE	Classes of Goods & Services
NETELLER (word)					
Key Countries					
EU (CTM Filing)	Registered	Appl #: 003602752 Reg #: 003602752	Filing: Jan 08/04 Reg: May 13/05	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Canada	Registered	Appl #: 1149377 #: TMA593,937	Filing: Aug 14/02 Reg: Nov 05/03	Paysafe Holdings UK Limited	Class 36
Australia	Registered	Appl #: 1146658 Reg #: 1146658	Filing: Nov 15/06 Reg: Oct 18/07	Paysafe Holdings UK Limited	Class 36
Brazil	Registered	Appl #: 830031502 Reg #: 830031502	Filing: Dec 29/08 Reg: Jan 17/12	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Hong Kong	Registered	Appl #: 300357354 Reg #: 300357354	Filing: Jan 20/05 Reg: Apr11/06	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
India	Registered	Appl #: 1762194 Reg #: 1762194	Filing: Dec 10/08 Reg: Feb8/11	Optimal Payments PLC	Class 36

Japan	Registered	Appl #: 2005-002792 Reg #: 4913157	Filing: Jan 17/05 Reg: Dec 2/05	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
US	Registered	Appl #: 78/154722 Reg #: 2812884	Filing: Aug 15/02 Reg: Feb 10/04	Paysafe Holdings UK Limited	Class 36
Non-Key Countries					
Korea	Registered	Appl #: 2005-27804 Reg #: 41-0144207	Filing: Dec 7/05 Reg: Feb 7/07	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
New Zealand	Registered	Appl #: 751264 Reg #: 751264	Filing: Jul 14/06 Reg: Jul 10/08	Paysafe Holdings UK Limited	Class 36
Singapore	Registered	Appl #: T0514981C Reg #: T0514981C	Filing: Aug 24/05 Reg: Feb 1/06	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Taiwan	Registered	Appl #: 094007099 Reg #: 01180207	Filing: Feb 18/05 Reg: Nov 1/05	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
NETELLER (word) (2013 application based on E.U. registration)					
Canada	Registered	Appl #: 1611077 Reg #: TMA913,114	Filing: Jan 23/13 Reg: Sept 3/15	Paysafe Holdings UK Limited	Class 36
Russia	Registered	Appl #: 2014708900 Reg #: 562511	Filing: Mar 21/14 Reg: Jan 22/16	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
US	Registered	Appl #: 85/832928 Reg #: 4546109	Filing: Jan 25/13 Reg: Jun 10/14	Paysafe Holdings UK Limited	Class 36

NETELLER

NETELLER (green on white design)

Key Countries

TRADEMARK

REEL: 006734 FRAME: 0688

EU (CTM Filing)	Registered	Appl #: 012275996 Reg #: 012275996	Filing: Nov 4/13 Reg: May 10/15	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
Canada	Pending	Appl #: 1643944 Reg #:	Filing: Sept 17/13 Reg:	Paysafe Holdings UK Limited	Classes 9, 16, 36
Brazil	Registered	Appl #: 840700024 Reg #: 840700024	Filing: Nov 6/13 Reg: Aug 2/16	Paysafe Group PLC (now Paysafe Group Limited)	Class 9
India	Registered	Appl #: 840700032 Reg #: 840700032	Filing: Nov 6/13 Reg: Mar 7/17	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Japan	Registered	Appl #: 2619868 Reg #: 2619868	Filing: Oct 28/13 Reg: Sept 1/16	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
US	Pending	Appl #: 201385502 Reg #: 5745296	Filing: Oct 31/13 Reg: Feb 27/15	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
		Appl #: 86/102935 Reg #:	Filing: Oct 28/13 Reg:	Paysafe Holdings UK Limited	Classes 9 and 36

NETELLER

NETELLER (black & white design)

Key Countries					
EU (CTM Filing)	Registered	Appl #: 004261971 Reg #: 004261971	Filing: Jan 28/05 Reg: Jan 31/06	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Canada	Registered	Appl #: 1234833 Reg #: TMA663,971	Filing: Oct 22/04 Reg: May 10/06	Paysafe Holdings UK Limited	Class 36
Japan	Registered	Appl #: 2005002797 Reg #: 0004913162	Filing: Jan 17/05 Reg: Dec 2/05	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
US	Registered	Appl #: 78/499650 Reg #: 3587116	Filing: Oct 14/04 Reg: Mar 10/09	Paysafe Holdings UK Limited	Class 36
Non-Key Countries					
Australia	Registered	Appl #: 1146662 Reg #: 1146662	Filing: Nov 15/06 Reg: Oct 18/07	Paysafe Holdings UK Limited	Class 36

Hong Kong	Registered	Appl #: 300366246 Reg #: 300366246	Filing: Feb 4/05 Reg: Jul 6/05	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Mexico	Registered	Appl #: 0119851048857 Reg #: 1153495	Filing: Nov 20/09 Reg: Apr 19/10	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
New Zealand	Registered	Appl #: 759012 Reg #: 759012	Filing: Nov 15/06 Reg: Jul 12/07	Paysafe Holdings UK Limited	Class 36
Taiwan	Registered	Appl #: 094004057 Reg #: 01167601	Filing: Jan 26/05 Reg: Aug 1/05	Paysafe Group PLC (now Paysafe Group Limited)	Class 36



NETELLER (Yellow Fill)

EU (CTM Filing)	Registered	Appl #: 004262391 Reg #: 004262391	Filing: Jan 28/05 Reg: Jan 31/06	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
US	Registered	Appl #: 78/495358 Reg #: 3591231	Filing: Oct 6/04 Reg: Mar 17/09	Paysafe Holdings UK Limited	Class 36
Canada	Registered	Appl #: 1233722 Reg #: TMA651,059	Filing: Oct 14/04 Reg: Oct 21/05	Paysafe Holdings UK Limited	Class 36

NETELLER.COM

Key Countries

EU (CTM Filing)	Registered	Appl #: 004262416 Reg #: 004262416	Filing: Jan 28/05 Reg: Jan 31/06	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
--------------------	------------	---------------------------------------	-------------------------------------	--	----------

Canada	Registered	Appl #: 1058802 Reg #: TMA570,278	Filing: May 15/00 Reg: Nov 5/02	Paysafe Holdings UK Limited	Class 36
Hong Kong	Registered	Appl #: 300357345 Reg #: 300357345	Filing: Jan 20/05 Reg: Apr 11/06	Paysafe Group PLC (now Paysafe Group Limited)	
Japan	Registered	Appl #: 2005-2793 Reg #: 4913158	Filing: Jan 17/05 Reg: Dec 2/05	Paysafe Group PLC (now Paysafe Group Limited)	
U.S.	Registered	Serial #: 76/165809 Reg #: 2603878	Filing: Nov 15/00 Reg: Aug 6/02	Paysafe Holdings UK Limited	Class 36
Taiwan	Registered	Appl #: 094007100 Reg #: 01180208	Filing: Feb 18/05 Reg.: Nov 1/05	Paysafe Group PLC (now Paysafe Group Limited)	



NETELLER GO! & (no colour) Design

Key Countries					
Brazil	Allowed	Appl #: 908953151 Reg #:	Filing: Feb. 4/15 Reg.:	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
NETELLER GO! Word Mark					
Key Countries					
Brazil	Allowed	Appl #: 908953054	Filing: Feb. 4/15	Paysafe Group PLC (now Paysafe Group Limited)	Class 36



NET+ & (no colour) Design

U.S.	Registered	Appl #: 86/225573 Reg #: 4,980,582	Filing: Mar 19/14 Reg: Jul 21/16	Paysafe Holdings UK Limited	Class 36
NET+ (word only)					
E.U. (CTM Filing)	Registered	Appl #: 008598484 Reg #: 008598484	Filing: Oct 7/09 Reg: Apr 5/10	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36

CTM Filing	Renewed	Appl #: 5775788 Reg #: 5775788	Filing: Mar 21/07 Reg: May 1/13	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Canada	Registered	Serial #: 1336606 Reg #: TMA865,693	Filing: Feb 22/07 Reg: Nov 21/13	Paysafe Holdings UK Limited	Class 36
Canada	Registered	Serial #: 1627993 Reg #: TMA938,205	Filing: May 23/13 Reg: May 17/16	Paysafe Holdings UK Limited	Class 36
Brazil	Registered	Serial #: 840663250 Reg #: 840663250	Filing: Oct 2/13 Reg: Jul 5/16	Paysafe Group PLC (now Paysafe Group Limited)	Class 9
India	Registered	Serial #: 840663188 Reg #: 840663188	Filing: Oct 2/13 Reg: Mar 7/17	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
India	Registered	Serial #: 2621553 Reg #: 2621553	Filing: Oct 30/13 Reg: Jan 3/17	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
U.S.	Registered	Serial #: 2621554 Reg #: 2621554	Filing: Oct 30/13 Reg: Sept 1/16	Paysafe Group PLC (now Paysafe Group Limited)	Class 9
US	Registered	Serial #: 76/675624 Reg #: 4973329	Filing: Apr 17/07 Reg: Jun 7/16	Paysafe Holdings UK Limited	Class 9
	Registered	Serial #: 86/061162 Reg #: 4744407	Filing: Sept 10/13 Reg: May 26/15	Paysafe Holdings UK Limited	Classes 9 and 36

Net **NET+ & (Black and white) Design – thick letters per card in use, but, black for net and grey for “+”**

E.U. (CTM Filing)	Registered	Appl #: 5776109 Reg #: 5776109	Filing: Mar 21/07 Reg: Feb 28/13	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Canada	Registered	Serial #: 1342123 Reg #: TMA865,464	Filing: Apr 4/07 Reg: Nov 19/13	Paysafe Holdings UK Limited	Class 36

Brazil	Registered	Appl #: 830031510 Reg #: 830031510	Filing: Dec 29/08 Reg: Jan 17/12	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
Non-Key Countries					
New Zealand	Registered	Appl #: 800671 Reg #: 800671	Filing: Dec 18/08 Reg: Oct 8/09	Paysafe Holdings UK Limited	Class 36
India	Registered	Appl #: 1760720 Reg #: 1760720	Filing: Dec 5/08 Reg: Aug 29/15	Optimal Payments Plc	Class 36
WWW.NETPLUSCARDS.COM					
E.U. (CTM Filing)	Registered	Appl #: 006407423 Reg #: 006407423	Filing: Oct 31/07 Reg: July 29/09	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
"N" (letter only)					
Key Countries					
Canada	Registered	Appl #: 1628101 Reg #: TMA938,642	Filing: May 24/13 Reg: May 24/16	Paysafe Holdings UK Limited	Classes 35, 36, and 42



N & (Green Badge) Design

Canada	Registered	Appl #: 1643943 Reg #: TMA963937	Filing: Sept 17/13 Reg: Feb 24/17	Paysafe Holdings UK Limited	Classes 9, 16, and 36
--------	------------	-------------------------------------	--------------------------------------	--------------------------------	-----------------------



N & (White on Black) Design

E.U. (CTM Filing)	Registered	Appl #: 012184321 Reg #: 012184321	Filing: Oct 1/13 Reg: Jan 31/14	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
Brazil	Registered	Appl #: 840700040 Reg #: 840700040	Filing: Nov 6/13 Reg: Aug 16/16	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
India	Registered	Appl #: 840700059 Reg #: 840700059	Filing: Nov 6/13 Reg: Aug 16/16	Paysafe Group PLC (now Paysafe Group Limited)	Class 9 and 36
	Registered	Appl #: 2613861-IN Reg #: 2613861	Filing: Oct 17/13 Reg: Sept 1/16	Paysafe Group PLC (now Paysafe Group Limited)	Class 9 and 36

Japan	Registered	Appl #: 2013-84620 Reg #: 5742727	Filing: Oct 29/13 Reg: Feb 20/15	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
U.S.	Registered	Appl #: 86/095710 Reg #: 5018258	Filing: Oct 18/13 Reg: Aug 9/16	Paysafe Holdings UK Limited	Class 9



N & (White on Green) Design

E.U. (CTM Filing)	Registered	Appl #: 012184081 Reg #: 012184081	Filing: Oct 1/13 Reg: Jan 31/14	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
Canada	Registered	Appl #: 1648600 Reg #: TMA982993	Filing: Oct 21/13 Reg: Oct 17/17	Paysafe Holdings UK Limited	Classes 9, 16, 36, and 45
Brazil	Registered	Appl #: 840700075 Reg #: 840700075	Filing: Nov 6/13 Reg: Aug 16/16	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
India	Registered	Appl #: 840700091 Reg #: 840700091	Filing: Nov 6/13 Reg: Aug 16/16	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
Japan	Registered	Appl #: 2613862-IN Reg #: 2613862-IN	Filing: Oct 17/13 Reg: Aug 31/16	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
Russia	Registered	Appl #: 2013-84621 Reg #: 5742728	Filing: Oct 29/13 Reg: Feb 19/15	Paysafe Group PLC (now Paysafe Group Limited)	Classes 9 and 36
U.S.	Allowed	Appl #: 2014708901 Reg #: 574505	Filing: Mar 21/14 Reg: May 16/16	Paysafe Group PLC (now Paysafe Group Limited)	Class 36
U.S.	Allowed	Appl #: 86/095715 Reg #:	Filing: Oct 18/13 Reg:	Paysafe Holdings UK Limited	Class 36

Schedule 2
previous names of the Assignor

FILE COPY



CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

Company No. 3202517

The Registrar of Companies for England and Wales hereby certifies that
GLOBAL NETSITE SOLUTIONS LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 22nd May 1996



N032025177

E. P. Owen
MRS. E. P. OWEN

For the Registrar of Companies



C O M P A N I E S H O U S E

HC007B

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 3202517

The Registrar of Companies for England and Wales hereby certifies that
GLOBAL NETSITE SOLUTIONS LIMITED

having by special resolution changed its name, is now incorporated
under the name of
NETINVEST LIMITED

Given at Companies House, Cardiff, the 11th July 1997



C03202517A

R. C. Edwards
R. C. EDWARDS

For the Registrar of Companies



C O M P A N I E S H O U S E

HC006B



FILE COPY

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company Number **3202517**

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

NETINVEST LIMITED

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

PAYSAFE HOLDINGS UK LIMITED

Given at Companies House on 7th February 2017



* N032025177 *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Schedule 3
 authorised representatives and signatories
 for the Assignor and the Assignee

THE ASSIGNOR

Name	Elliott Mark Wiseman
Service Address	The Company's Registered Office

Date of Birth	17/02/1974
Nationality	British
Business Occupation	Solicitor
Country/State of Residence	United Kingdom

Current Appointments	
Date Appointed	21/05/2013
Appointed As	Director

Extract: Articles of Association, the Assignor

Part 2

Directors

Directors' Powers And Responsibilities

4 DIRECTORS' GENERAL AUTHORITY

Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

THE ASSIGNEE

Name	Elliott Mark Wiseman
Service Address	The Company's Registered Office

Date of Birth	17/02/1974
Nationality	British
Business Occupation	Solicitor
Country/State of Residence	United Kingdom

Current Appointments	
Date Appointed	Appointed As
05/10/2015	Director

Extract: Articles of Association, the Assignee

- 27 The Directors shall manage the business of the Company, and all the powers of the Company which are not by the Acts, these Articles or the Regulations of Table A which apply to the Company required to be exercised by the Company in general meeting shall be exercised by the Directors.