

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honey Science LLC		01/31/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PayPal, Inc.		
Street Address:	2211 North First Street		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5810061	DROPLIST	
Registration Number:	5659400	G	
Registration Number:	5810060	H	
Registration Number:	5870888	HONEY	
Registration Number:	4640667	HONEY	
Registration Number:	5865223	HONEY GOLD	
Serial Number:	87827666	HONEY OFFERS	
Serial Number:	88321667	HONEY PAY	
Serial Number:	88322673	HONEY SMART SHOPPING ASSISTANT	
Serial Number:	87782111	HONEY	
Serial Number:	88321676	HONEY TIPS	
Registration Number:	5719537	HONEY TRAVEL	
Serial Number:	87782186	HONEY WALLET	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6509888500		
Email:	trademarks@fenwick.com		

CH \$340.00 5810061

Correspondent Name: Karen A. Webb
Address Line 1: 801 California Street
Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER: 35560-72014-3847

NAME OF SUBMITTER: Karen A. Webb

SIGNATURE: /kaw/

DATE SIGNED: 07/29/2020

Total Attachments: 4

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INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

This Intangible Property Assignment Agreement (the “*Assignment*”), dated as of February 1, 2020 at 12:01 am Pacific Time (“*Effective Date*”), is by and between Honey Science LLC, a Delaware limited liability company, (“*Assignor*”) to PayPal, Inc., a Delaware corporation, (“*Assignee*”).

WHEREAS, Assignor is the owner of certain intellectual property and customer-based intangibles described below (the “*Assigned IP*”);

[REDACTED]

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.

[REDACTED]



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

HONEY SCIENCE LLC

DocuSigned by:
By: Brian Yamasaki
187364C41274482...

Its: Secretary

Date: January 31, 2020

ACCEPTED BY:

ASSIGNEE

PAYPAL, INC.



DocuSigned by:
By: Brian Yamasaki
187364C41274482...

Its: Secretary

Date: January 31, 2020

Schedule A-Trademarks

Trademark	Jurisdiction	Reg. No.	Appl. No.	Reg. Date	Filing Date
DROPLIST	AU, EM, GB	1425532	A0078007	8/2/2018	8/2/2018
DROPLIST	U.S.	5810061	87782193	7/23/2019	2/2/2018
G Stylized	AU, EM, GB	1444009	A0078006	8/2/2018	8/2/2018
G Stylized	U.S.	5659400	87782346	1/22/2019	2/2/2018
H Stylized	AU, EM, GB	1425316	A0077886	7/30/2018	7/30/2018
H Stylized	U.S.	5810060	87782103	7/23/2019	2/2/2018
HONEY	EM, GB	1459652	A0077883	7/30/2018	7/30/2018
HONEY	U.S.	5870888	87782043	10/1/2019	2/2/2018
HONEY & Design	U.S.	4640667	86243519	11/18/2014	4/5/2014
HONEY GOLD	EM, GB	1465206	A0077887	7/30/2018	7/30/2018
HONEY GOLD	U.S.	5865223	87782167	9/24/2019	2/2/2018
HONEY OFFERS	AU, EM, GB	1426757	A0078229	8/10/2018	8/10/2018
HONEY OFFERS	U.S.		87827666		3/9/2018
HONEY PAY	U.S.		88321667		3/1/2019
HONEY SMART SHOPPING ASSISTANT	U.S.		88322673		3/1/2019
HONEY Stylized	AU, EM, GB	1425313	A0077883	7/30/2018	7/30/2018
HONEY Stylized	U.S.		87782111		2/2/2018
HONEY TIPS	U.S.		88321676		3/1/2019
HONEY TRAVEL	AU, EM, GB	1426523	A0078230	8/10/2018	8/10/2018
HONEY TRAVEL	U.S.	5719337	87827705	4/9/2019	3/9/2018
HONEY WALLET [ABANDONED]	AU, EM, GB		A0077888		
HONEY WALLET	U.S.		87782186		2/2/2018
HONEY WALLET	EM, GB		A0089989		