

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689253

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/12/2019		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Circle Internet Financial Limited		11/18/2021	Private Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Payward, Inc.		
<b>Doing Business As:</b>	Kraken		
<b>Street Address:</b>	237 Kearny Street, Suite 102		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94108		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87893362	CIRCLE TRADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	rhilbert@holleymenker.com		
<b>Correspondent Name:</b>	Ryan S. Hilbert		
<b>Address Line 1:</b>	PO BOX 331937		
<b>Address Line 4:</b>	ATLANTIC BEACH, FLORIDA 32233		
<b>ATTORNEY DOCKET NUMBER:</b>	3443.0008		
<b>NAME OF SUBMITTER:</b>	Ryan S. Hilbert		
<b>SIGNATURE:</b>	/Ryan S. Hilbert/		
<b>DATE SIGNED:</b>	11/19/2021		
<b>Total Attachments: 3</b>			
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**ASSIGNMENT OF  
CIRCLE TRADE TRADEMARK**

This Trademark Assignment (“Assignment”), effective as of December 12, 2019 (“Effective Date”), is made and entered into by and between Circle Internet Financial Limited, a Limited Company of Ireland (the “Assignor”), and Payward, Inc., a Corporation of Delaware (the “Assignee”).

- A. Assignor is the owner of the mark CIRCLE TRADE (“Trademark”) as enumerated in Exhibit A hereto, and as protected by common law where appropriate; and
- B. Assignor uses, or holds for use, the Trademark to conduct business, and desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark together with all goodwill associated with and symbolized by such Trademark; and
- C. Assignee has previously agreed to purchase and desires to acquire, among other things, the Trademark together with all goodwill associated with and symbolized by such Trademark; and
- D. Assignor and Assignee understand this Assignment pertains only to the mark CIRCLE TRADE, where the wording CIRCLE is used inseparably from the wording TRADE as a singular, unitary mark, and does not concern or implicate additional intellectual property, trade names, or marks.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee (together “Parties”) hereby agree as follows:

- 1. **Assignment.** Upon Effective Date, Assignor hereby transfers, assigns, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Trademark, the entire business symbolized and associated with such Trademark, all goodwill of the business symbolized and associated with such Trademark, all rights provided by international conventions and treaties conferred by such Trademark and goodwill, and all renewal rights.
- 2. **Further Assurances.** Assignor will timely execute and deliver necessary documents and perform all necessary acts to assist Assignee in the recordation or perfection of this Assignment and Assignee’s interest in and to the Trademark.
- 3. **Due Authorization.** Assignor hereby authorizes and requests all officials of any applicable governmental authority anywhere in the world, including but not limited to the Office of the Commissioner for Trademarks in the United States, the European Union Intellectual Property Office, the Korean Intellectual Property Office, the Trademark Office of the Japan Patent Office, the China Trademark Office, and the Intellectual Property Department of the Government of Hong Kong SAR to issue to Assignee in Assignee’s name any and all applications and registrations and renewal of registrations from the applications and identified in Exhibit A.
- 4. **Governing Law.** This Assignment will be governed by, construed, and enforced in accordance with the laws of the State of Massachusetts, without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal

courts located in the State of Massachusetts, and the Parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Each party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:  
Circle Internet Financial Limited

Daniel Kaleba  
Name

Assistant General Counsel

Title  
DocuSigned by:  
Daniel Kaleba  
Signature EC16A45074A2...

18 November 2021  
(Date)

ASSIGNEE:  
Payward, Inc.

Nelson Miner  
Name

Head of OTC Sales and Trading

Title  
DocuSigned by:  
Nelson Miner  
Signature 9767699C9456...

19 November 2021  
(Date)

**ASSIGNMENT OF  
CIRCLE TRADE TRADEMARK  
Exhibit A**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Status</b>	<b>Registrant</b>
CIRCLE TRADE	EU	017899236	Registered	Circle Internet Financial Limited
CIRCLE TRADE	US	87893362	Published	Circle Internet Financial Limited
CIRCLE TRADE	South Korea	40-2018-145834	Registered	Circle Internet Financial Limited
CIRCLE TRADE	Japan	6156701	Registered	Circle Internet Financial Limited
CIRCLE TRADE	China	34255543	Abandoned	Circle Internet Financial Limited
CIRCLE TRADE	Hong Kong	304711752	Abandoned	Circle Internet Financial Limited