

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crane Canada Co.		09/12/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Crane Payment Innovations, Inc.		
Street Address:	3222 Phoenixville Pike, Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75046780		
Serial Number:	74519104	CASHCODE	
CORRESPONDENCE DATA			
Fax Number:	9726283616		
<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:	9726283600		
Email:	cranetm@munckwilson.com		
Correspondent Name:	Matthew S. Anderson		
Address Line 1:	12770 Coit Rd., Suite 600		
Address Line 2:	Munck Wilson Mandala, LLP		
Address Line 4:	Dallas, TEXAS 75251		
ATTORNEY DOCKET NUMBER:	CRNC01-00125		
NAME OF SUBMITTER:	Matthew S. Anderson		
SIGNATURE:	/Matthew S. Anderson/		
DATE SIGNED:	09/27/2022		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment Agreement") is made and entered into as of September 19, 2022 (the "Effective Date"), by and between Crane Canada Co., a corporation existing under the laws of the Province of Nova Scotia, Canada, with an address of 141 Royal Group Crescent, Vaughan, Ontario, L4H 1X9, Canada ("Assignor"), and Crane Payment Innovations, Inc., a Delaware corporation, with an address of 3222 Phoenixville Pike, Suite 200, Malvern, Pennsylvania, 19355, United States ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor owns all right, title, and interest in and to the Trademarks and Patents (each as defined below), together with all common law rights therein, along with the ongoing business and all goodwill of the business associated with and symbolized by the Trademarks (collectively, the "Assigned Intellectual Property");

WHEREAS, simultaneous with the execution hereof, Assignor and Assignee entered into that certain Intellectual Property Acquisition Agreement (the "Acquisition Agreement"), pursuant to which Assignor agreed to sell, transfer, convey, assign and deliver all of Assignor's right, title and interest in and to the Assigned Intellectual Property to Assignee, and Assignee agreed to purchase and acquire the Assigned Intellectual Property (collectively, the "Assignment"); and

WHEREAS, Assignor and Assignee desire to enter into this Assignment Agreement in order to memorialize the Assignment.

NOW, THEREFORE, for CAD \$10.00 and the representations, warranties, covenants and agreements contained herein and in the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TRADEMARK ASSIGNMENTS

1. Assignor does hereby sell, transfer, convey, assign, and deliver to Assignee, and Assignee does hereby purchase and acquire, the trademarks, service marks, brands, certification marks, logos, trade dress, trade names and other similar indicia of source or origin identified in Schedule A attached hereto and all registrations, applications for registration, and renewals therefor and any other trademark rights owned by Assignor throughout the world corresponding to the marks listed in Schedule A (collectively, the "Trademarks").
2. Assignor does hereby sell, transfer, convey, assign, and deliver to Assignee, and Assignee does hereby purchase and acquire, all right, title, and interest in and to the Trademarks, including all applications and registrations for the Trademarks, including the portion of the business to which the marks pertain, such business being ongoing and existing, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for and collect all awards, proceeds, and compensation accruing for past infringements of the Trademarks.

3. Assignor shall discontinue its business operations with respect to the Trademarks as of the Effective Date.
4. Assignee shall continue the business, or portions thereof to which the Trademarks pertain, as of the Effective Date, and has a bona fide intent to use the Trademarks in commerce, whereby Assignee is the successor to the business of the Assignor, or portions thereof to which the Trademarks pertain.
5. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee and its successors, legal representatives, and assigns, all of Assignor's right, title, and interest in and to the Trademarks and all applications and registrations for the Trademarks, including the portion of the business to which the marks pertain, such business being ongoing and existing, together with the goodwill of the business symbolized by the Trademarks, and all claims, if any, which may have arisen thereunder prior to the Effective Date, and the right to recover for damages and profits and all other remedies for past, present, and future infringements of any of the Trademarks or any registrations and applications therefor as of the Effective Date;
6. Assignor hereby authorizes Assignee to record this Assignment Agreement with all relevant government agencies or trademark registries.
7. Assignor hereby authorizes Assignee to take action in Assignor's name before all relevant customs offices, or other relevant government agencies or trademark registries, to enable Assignee to use and exploit the Trademarks until such time as the recordation of this Assignment Agreement is approved or becomes effective.
8. Assignor shall, at any time on and after the Effective Date, at the request of Assignee, execute and deliver to Assignee such additional documents, instruments, consents, conveyances, assignments, and other writings as may be reasonably required to assign, transfer, convey, or perfect the transfer of Assignor's right, title, and interest in and to the Trademarks to Assignee or otherwise to carry out, confirm, or evidence the transactions contemplated by this Assignment Agreement or to use and exploit the Trademarks.

PATENT ASSIGNMENTS

1. Assignor desires to assign to Assignee the patents, patent applications, and/or industrial designs or other registrations identified in Schedule B attached hereto, including all patents, applications, national validations, and other patent assets related to those items identified in Schedule B, including the entire right, title, and interest in and to any and all patents which may be granted therefor and/or therefrom, to all nonprovisional applications, divisionals, reissues, substitutions, continuations, continuations-in-part, and extensions of thereof (collectively, the "Patents").
2. Assignor does hereby sell, transfer, convey, assign, and deliver unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right to the Patents

and the entire right, title, and interest in and to any and all Patents which may be granted therefor and/or therefrom, to all nonprovisional applications, divisionals, reissues, substitutions, continuations, continuations-in-part, and extensions of said Patents. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and respective Patent and Intellectual Property Offices worldwide, to issue all patents for any currently pending applications identified on Schedule B, or patents resulting therefrom, insofar as Assignor's interests are concerned, to Assignee, of the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its legal representatives, to the full end of the term for which said Patent(s) may be granted, as fully and entirely as the same would have been held by the Assignor had the assignment under this Assignment Agreement not been made.

3. Assignor also assigns to Assignee, its successors, assigns and legal representatives, the full and exclusive right, title, and interest to the inventions disclosed in said Patents throughout the world, including the right to file applications and obtain patents, utility models, industrial models, and designs for the inventions in the Assignee's own name throughout the world, including all rights of priority, all rights to publish cautionary notices reserving ownership of the inventions and all rights to register the inventions in appropriate registries, all foreign rights arising from pre-grant publication of the Patents.
4. Assignor also assigns to Assignee, its successors, assigns and legal representatives, the right to sue for and collect all awards, proceeds, and compensation accruing for present, future, or past infringements of the Patents.
5. Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.
6. Assignor agrees to communicate to Assignee, its successors, assigns and/or legal representatives, any known facts respecting any improvements, and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Properties in all countries.
7. Assignor hereby authorizes Assignee to record this Assignment Agreement with the applicable governmental authority, including, without limitation, the United States Patent and Trademark Office and other Offices, with respect to the Properties. Assignor shall deliver or cause to be delivered to Assignee all such additional agreements, certificates, instruments or documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

The Parties hereby agree that the License Agreement between Crane Canada Co. (Cash Code division/Crane Payment Innovations Division) and Crane Payment Innovations, Inc., dated January 1, 2018, is hereby terminated as of the Effective Date.

Each person signing this Assignment Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Assignment Agreement on behalf of the respective Party. Each Party represents and warrants to the other that the execution and delivery of the Assignment Agreement and the performance of such Party's obligations hereunder have been duly authorized, that this Assignment Agreement has been duly executed by such Party and that this Assignment Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

This Assignment Agreement may be executed in multiple counterparts, and delivered by facsimile, pdf or other similar electronic transmission, each of which is considered an original and shall be binding upon the Party executing the same, but all of such counterparts shall constitute the same agreement.

This Assignment Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be effective as of the Effective Date written above.

Crane Canada Co.

By: Anthony M. D'Iorio

Name: Anthony M. D'Iorio

Title: Vice President and Secretary

Crane Payment Innovations, Inc.

By: Anthony M. D'Iorio

Name: Anthony M. D'Iorio

Title: Vice President and Secretary

State of Connecticut

ss. Stamford 9/12/2022

County of Fairfield

On this the 12th day of September, 2022, before me, Lenora Rowser, the undersigned officer, personally appeared Anthony M. D'Iorio, who acknowledged himself to be the Vice President and Secretary of Crane Canada Co., a corporation, and Vice President and Secretary of Crane Payment Innovations, Inc., a corporation, and that he, as such Vice President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of each such corporation by himself as Vice President and Secretary.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Lenora Rowser






Notary Public
My commission expires:

LENORA ROWSER
NOTARY PUBLIC
State of Connecticut
MY COMMISSION EXPIRES DEC. 31, 2024

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 007859 FRAME: 0766

Schedule A

Country	Trademark	Application No.	Registration No.
United States		75046780	2098214
United States	CASHCODE	74519104	2196826
Australia	CASHCODE	795033	795033
Brazil	CASHCODE	820407909	820407909
Canada	ONETRACK	1467479	TMA828577
Canada	ONECHECK	1467481	TMA828572
Canada		1467485	TMA812148
Canada	ONE	1467483	TMA812150
Canada		802126	TMA472270
Canada	CASHCODE	0740577	TMA468267
China	CASHCODE	2023267	2023267
European Union	 CashCode	001183128	001183128
Mexico	CASHCODE	502283	763577
United Kingdom	 CashCode	UK00901183128	UK00901183128

Schedule B

Jurisdiction	Patent/Publication No.	App. No.
China	CN105164733B	CN 201480024536.5
China	CN105393288B	CN 201480022790.1
China	CN105814613B	CN 201480066766.8
China	CN111754676B	CN202010586950.2
EPO	EP2489017	EP10822963.4
Germany	EP2489017	602010020798.6 10822963.4
EPO	EP2973443	EP14763276.4
Germany	EP2973443 602014061882	602014061882.0 14763276.4
United Kingdom	EP2973443	EP14763276.4
Italy	EP2973443 502020000032596	502020000032596 14763276.4
Spain	EP2973443 ES2785200	E14763276
EPO	EP2973445	EP14764112.0
Germany	EP2973445 602014024521.8	602014024521.8 14764112.0
United Kingdom	EP2973445	EP14764112.0
Italy	EP2973445 502018000021837	502018000021837 14764112.0
Spain	EP2973445 ES2674769T3	ES14764112
EPO	EP3066649	EP14858912.0
Germany	EP3066649 602014081571.5	602014081571.5 14858912.0
United Kingdom	EP3066649	EP14858912.0
Italy	EP3066649 502021000108326	502021000108326 14858912.0
Spain	EP3066649 ES2906557T3	ES14858912
EPO	EP3985625	EP21209305.8
United States	US6959859B2	10/440180
United States	US8181852B2	11/990594
United States	US7441695B1	11/808431
United States	US8100395B2	12/230501
United States	US8442918B2	12/662163
United States	US8132807B2	12/923955
United States	US9704325B2	14/777377
United States	US9868604B2	14/776690