

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DivvyPay, LLC		07/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BILL Operations, LLC		
Street Address:	6220 America Drive, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5885957	SPEND SMARTER	
Registration Number:	6329419	V DIVVY	
Registration Number:	5443992	DIVVY PAY	
Registration Number:	6784829	V	
Registration Number:	4959683	ZIPBOOKS	
Registration Number:	5877175	DIVVY	
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:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie L. Ellerbach		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	25328-00200-6545		
NAME OF SUBMITTER:	Amanda Alameddine		
SIGNATURE:	/aalameddine/		

CH \$165.00 5885957

DATE SIGNED:	11/29/2023
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of July 1, 2023, is made by DivvyPay, LLC (“**Assignor**”), a Delaware limited liability company, located at 6220 America Drive, Suite 100, San Jose, California 95002, in favor of BILL Operations, LLC (“**Assignee**”), a Delaware limited liability company, also located at 6220 America Drive, Suite 100, San Jose, California 95002.

RECITALS

WHEREAS, Assignor owns certain Intellectual Property Rights (as defined below).

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Intellectual Property Rights.

WHEREAS, concurrently herewith, as part of an internal restructuring between two single-member limited liability companies that are disregarded subsidiaries of BILL Holdings, Inc. (“**Holdings**”), a publicly-traded Delaware corporation, which restructuring shall be disregarded for tax purposes, Assignor will transfer to Holdings substantially all of its assets pursuant to a distribution agreement between such parties, dated as of the date hereof (the “**Distribution Agreement**”), and Holdings will transfer all assets received under the Distribution Agreement to Assignee pursuant to a contribution agreement between such parties, dated as of the date hereof (the “**Contribution Agreement**,” and together with the Distribution Agreement, the “**Reorganization Agreements**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Intellectual Property Rights. “**Intellectual Property Rights**” means any and all rights relating to intellectual property (by whatever name or term known or designated) owned by Assignor, including but not limited to the intellectual property rights listed in Schedule 1 and Schedule 2 of this IP Assignment, and any other (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights, and mask works; (b) rights associated with trademarks, domain names, service marks, trade name rights, packaging, and similar rights; (c) rights associated with trade secrets, process technology, ideas, concepts and know-how; (d) rights associated with patents, applications, renewals, extensions, reissues and re-examinations thereof, design rights, and other industrial property rights; (e) rights in registrations for trademarks and patents (including continuations, continuations in part, and divisions thereof), now or hereafter in force; (f) all other intellectual and industrial property rights and similar property rights (of every kind and nature and however designated), including “moral” rights, and rights to remuneration, whether arising by operation of law, contract, license, or otherwise; (g) goodwill; any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (h) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive

and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Intellectual Property Rights to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

SPEND SMARTER		UNITED STATES	87666738	XXXXXXXX	5885557	10/15/2019	9 - Computer software, namely, electronic financial platform that accommodates multiple types of payment and debt transactions in an integrated mobile phone, PDA, and web based environment	REGISTERED	DivvyPay, Inc.
V Divvy & Design	T05F01US001.png	UNITED STATES	88373001		6329415	4/25/2021	35 - Tracking, comparing and monitoring employee expenses for others for cost accounting purposes	REGISTERED	DivvyPay, Inc.
DIVVY PAY		UNITED STATES	87056068		5443592	4/16/2018	9 - Computer software, namely, electronic financial platform that accommodates multiple types of payment and debt transactions in an integrated mobile phone, PDA, and web based environment	REGISTERED	DivvyPay, Inc.
V (Design)	T05F04US001.png	UNITED STATES	80545013		6784825	7/13/2022	35 - Financial services rendered in connection with the issuance, receipt and transfer of lines of credit; namely, credit processing services 42 - Software as a service (SaaS) services featuring payment platform software for business which automates the expense report process, to reduce fraud and wasteful spending, and manage online subscriptions; providing temporary use of on-line non-downloadable software for invoicing and accounting; software as a service (SaaS) services, namely, hosting software for use by others for invoicing and accounting; software as a service (SaaS) services featuring software for invoicing and accounting; software as a service (SaaS) services, namely, featuring software for tracking of expenses, budgeting, preparation, dissemination and processing of invoices and payments, bookkeeping, processing and recording of financial transaction data, preparation and management of work orders, sharing of documents and electronic mail messaging on a computer or via the Internet; providing a website featuring on-line, non-downloadable software for invoicing and accounting	REGISTERED	DivvyPay, Inc.
ZIPBOOKS		UNITED STATES	86743937		4859603	5/17/2015	42 - Providing temporary use of on-line non-downloadable computer software for creating, processing, tracking, sending, and receiving invoices; providing temporary use of on-line non-downloadable computer software for creating, processing, tracking, sending, and receiving payments; software as a service (SaaS) services featuring software for accounting; providing temporary use of on-line non-downloadable computer software for tracking and reporting revenues and expenditures	REGISTERED	DivvyPay, Inc.
Divvy		UNITED STATES	87814001		5877175	10/8/2019	9 - Computer software, namely, electronic financial platform that accommodates multiple types of payment and debt transactions in an integrated mobile phone, PDA, and web based environment	REGISTERED	DivvyPay, Inc.