

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI22980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HANDSHAKE CORP.		01/16/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	SHOPIFY INC.		
Street Address:	151 O'Connor Street		
Internal Address:	Ground Floor		
City:	Ottawa		
State/Country:	CANADA		
Postal Code:	K2P 2L8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3973377	HANDSHAKE	
Registration Number:	4644643		
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:	(512)457-2000		
Email:	aotrademark@kslaw.com,mkirchhoff@kslaw.com		
Correspondent Name:	Sheri Hunter		
Address Line 1:	500 West 2nd Street		
Address Line 2:	Suite 1800		
Address Line 4:	Austin, TEXAS 78701-4684		
ATTORNEY DOCKET NUMBER:	SHOP.T0066US.AP1		
DOMESTIC REPRESENTATIVE			
Name:	Sheri Hunter		
Address Line 1:	500 West 2nd Street		
Address Line 2:	Suite 1800		
Address Line 4:	Austin, TEXAS 78701-4684		

OP \$65.00.00 85124141

NAME OF SUBMITTER:	MELISSA KIRCHHOFF
SIGNATURE:	MELISSA KIRCHHOFF
DATE SIGNED:	02/13/2024
Total Attachments: 3 source=T-10018-US-TM and T-10018.2-US-TM_Inter-corp_Handshake Corp to Shopify Inc_Signed#page1.tif source=T-10018-US-TM and T-10018.2-US-TM_Inter-corp_Handshake Corp to Shopify Inc_Signed#page2.tif source=T-10018-US-TM and T-10018.2-US-TM_Inter-corp_Handshake Corp to Shopify Inc_Signed#page3.tif	

CONFIRMATION AND ASSIGNMENT

WHEREAS SHOPIFY INC., a corporation formed under the laws of Canada, with its office located at 151 O'Connor Street, Ground Floor, Ottawa, Ontario, Canada K2P 2L8 (the "ASSIGNEE") and HANDSHAKE CORP., a corporation formed under the laws of Delaware, with its office located at 148 Lafayette Street, New York, NY, 10013, U.S.A. (the "ASSIGNOR") are parties to an Intellectual Property Purchase Agreement effective May 7, 2019 (the "IPP" Agreement")

WHEREAS said IPP Agreement provides that ASSIGNOR has sold, assigned, transferred and delivered to ASSIGNEE all of ASSIGNOR's right, title and interest in all intellectual property of the ASSIGNOR in any jurisdiction around the world, including all trademarks owned by the ASSIGNOR, as well as all applications and registrations thereof as listed in "Schedule A" attached hereto (the "**Handshake Trademarks**"), and any goodwill directly related to and connected with the use and symbolized by the foregoing;

WHEREAS ASSIGNOR agrees that it has received full market consideration for the Handshake Trademarks under the IPP Agreement; and

WHEREAS ASSIGNOR wishes to confirm that ASSIGNEE is the owner of all rights, title and interest of the ASSIGNOR in and to the Handshake trademarks.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE, intending to be legally bound, agree as follows:

ASSIGNOR hereby confirms that it has transferred, conveyed and assigned, and by way of further assurance, to the extent that the transfer, conveyance or assignment has not already been fully effected under the IPP Agreement, ASSIGNOR hereby transfers, conveys and assigns, any and all of its rights, title and interest in and to the Handshake Trademarks and any further applications for registrations in the US, Canada or any country or countries ("Further Applications"); together with the right to bring proceedings to recover damages and/or to obtain other remedies for acts committed in respect of one or more of the aforesaid Handshake Trademarks, and Further Applications if any, whether such acts are committed before or after the date of this assignment; with the intent that the Handshake Trademarks and Further Applications if any are owned and enjoyed by ASSIGNEE absolutely to the full end of the term or terms for same.

THIS ASSIGNMENT shall inure to the benefit of ASSIGNEE and its successors and assigns and shall be binding upon ASSIGNOR and its successors and permitted assigns.

IF ANY COVENANT OR PROVISION, or portion thereof, of this is determined to be void or unenforceable, such void or unenforceable covenant or provision, or portion thereof, is hereby conceded to be severable from the balance of this document, and any such determination shall not, in any event, affect or impair the validity of the balance of the covenant or provision, nor shall it affect or impair the validity of any other covenant or provision herein contained.

SHOPIFY INC.

By:  8C52E55C97F5499 Date: 1/16/2024
Name: Michael L. Johnson
Title: Corporate Secretary

HANDSHAKE CORP.

By:  8C52E55C97F5499 Date: 1/16/2024
Name: Michael L. Johnson
Title: Secretary

SCHEDULE "A" to Confirmation and Assignment

Country	Registration No.	Registration Date	Mark Name	Attorney File	Shopify File
US	3,973,377	06-07-2011	HANDSHAKE	SHOP.T0066US.AP1	T-10018-US-TM
US	4,644,643	11-25-2014	HANDSHAKE LOGO	SHOP.T0072US.AP1	T-10018.2-US-TM

TRADEMARK

REEL: 008343 FRAME: 0233

RECORDED: 02/13/2024