

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Share Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueKite LTD		01/10/2014	Company: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Xoom Corporation		
Street Address:	425 Market Street, 12th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4541545	BLUEKITE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	061415-2000		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	10/18/2016		
Total Attachments: 9			
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SHARE PURCHASE AGREEMENT

by and among

XOOM CORPORATION,

BLUEKITE, LTD,

**THE SHAREHOLDERS AND OPTIONHOLDERS (as such terms are defined herein),
each in their individual capacity,**

and

**JOSE VARGAS, (solely in his capacity as the representative of the Shareholders and the
Optionholders).**

Dated as of January 10, 2014

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of January 10, 2014 by and among Xoom Corporation, a Delaware corporation ("**Buyer**"), BlueKite, LTD, a BVI business company with registered number 1708594 (the "**Company**"), each of the individuals listed on Schedule 1 under the heading "Shareholders" (each a "**Shareholder**", and collectively, the "**Shareholders**"), each of the individuals listed on Schedule 1 attached hereto under the heading "**Optionholders**", and Jose Vargas, solely in his capacity as the representative of the Shareholders and Optionholders hereunder (the "**Investor Representative**").

RECITALS

A. The Shareholders are the registered and beneficial owners of all of the issued and outstanding shares of no par value in the Company (the "**Shares**").

B. The Shareholders desire to sell to Buyer and Buyer desires to purchase from the Shareholders, the Shares, in each case, upon the terms and subject to the conditions set forth in this Agreement (such transactions, together, the "**Acquisition**").

C. A portion of the consideration otherwise payable in connection with the Acquisition shall be withheld by Buyer as partial security for the indemnification obligations set forth in this Agreement.

D. The Company and each of the Shareholders and Optionholders desire to make certain representations, warranties, covenants and other agreements in connection with the Acquisition.

E. As a condition and inducement to Buyer to enter into this Agreement, certain Key Employees (as defined below) will enter into employment arrangements with Buyer or a Subsidiary (as defined below) thereof to be effective as of the Closing Date (as defined below) pursuant to the execution of an offer letter (an "**Offer Letter**") and a proprietary information and inventions assignment agreement, each being a modified version of Buyer's or the relevant Subsidiary's applicable standard form.

F. Certain of the Company's employees will be eligible to receive retention bonuses of up to \$303,000 after the Closing Date, subject to and payable in accordance with the express provisions of their respective Offer Letters (such bonuses, the "**Retention Bonuses**").

G. Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Buyer to enter into this Agreement, each Shareholder (other than Shareholders which are venture capital investment funds) will enter into and deliver to Buyer a non-competition agreement, substantially in the form attached hereto as Exhibit A (a "**Non-Competition Agreement**"), to be effective upon the Closing Date.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

ARTICLE I

DEFINED TERMS

1.1 Definitions. For all purposes of this Agreement, the following terms shall have the following respective meanings:

“**Tax**” or “**Taxes**” has the meaning assigned to it in Section 3.11(a).

“**Technology**” has the meaning assigned to it in Section 3.14(a)(xi).

“**Terminating Employee Release**” has the meaning assigned to it in Section 6.11.

“**Terminating Employees**” means Employees of the Company who are not offered or do not accept employment by Buyer or any of its Subsidiaries in connection with the Acquisition, and Employees of the Company who otherwise voluntarily terminate their employment with the Company prior to the Closing.

“**Third Party Claim**” has the meaning assigned to it in Section 8.4(b).

“**Third Party Claim Notice**” has the meaning assigned to it in Section 8.4(b).

“**Top Payout Partner**” has the meaning assigned to it in Section 3.28(a).

“**Top Supplier**” has the meaning assigned to it in Section 3.28(b).

“**Total Outstanding Shares**” shall mean (without duplication) (i) the aggregate number of Shares outstanding immediately prior to the Closing, *plus* (ii) the maximum aggregate number of Shares issuable upon full exercise, exchange or conversion of all Company Options issued and outstanding immediately prior to the Closing (excluding any Shares issuable upon exercise of unvested Company Options that are cancelled without the payment of any consideration therefor pursuant to the terms of this Agreement), and *plus* (iii) the maximum aggregate number of Shares issuable upon full exercise, exchange or conversion of any other rights, whether vested or unvested, that are convertible into, exercisable for or exchangeable for Shares issued and outstanding immediately prior to the Closing, other than convertible promissory notes which will be repaid in connection with the transactions contemplated hereby.

“**Trademarks**” has the meaning assigned to it in Section 3.14(a)(vii).

“**Transaction Expenses**” has the meaning assigned to it in Section 6.3(a).

“**Transfer Taxes**” has the meaning assigned to it in Section 6.5.

“**Treasury Regulations**” means the Treasury regulations promulgated under the Code.

“**Triggering Transaction**” has the meaning assigned to it in Section 6.3(a).

“**Unpaid Wage Obligations**” means any remuneration incurred and accrued prior to Closing and due and unpaid to any Employee, consultant or independent contractor, including, without limitation, any commission payments, accrued paid time off or other unpaid vacation benefits, in all cases whether due prior to, on, or after the Closing.

“**WARN**” has the meaning assigned to it in Section 3.23(a)(x).

1.2 Accounting Terms. All accounting terms not specifically defined in this Agreement shall be construed in accordance with IFRS.

1.3 Certain Terms. The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. The term “including” as used in this Agreement is used to list items by way of example, shall not be

are no other parties occupying, or with a right to occupy, the Leased Real Property, except as set forth in Section 3.13(b) of the Disclosure Schedule. The Company does not owe brokerage commissions or finder's fees with respect to any such Leased Real Property or would owe any such fees if any existing Lease Agreement were renewed pursuant to any renewal options contained in such Lease Agreements.

(c) The Company has made available to Buyer true, correct and complete copies of all Lease Agreements. Each Lease Agreement constitutes the entire agreement of the landlord and the tenant thereunder, and no term or condition thereof has been modified, amended or waived, except as described in Section 3.13(b) of the Disclosure Schedule and shown in the copies of the Lease Agreements that have previously been made available by the Company to Buyer. The Company has not transferred or assigned any interest in any such Lease Agreement, nor has the Company subleased or otherwise granted rights of use or occupancy of any of the premises described therein to any other Person.

(d) To the Knowledge of the Company, each Leased Real Property and all of its operating systems are in good operating condition and repair, water-tight and free from material structural, physical, mechanical, electrical, plumbing, roof or other defects, is maintained in a first-class manner consistent with industry standards generally followed with respect to similar property, and is suitable for the conduct of the business of the Company as presently conducted.

3.14 Intellectual Property.

(a) Definitions. For all purposes of this Agreement, the following terms shall have the following respective meanings:

(i) **"Company Intellectual Property"** means any and all Technology and Intellectual Property Rights that are owned or purported to be owned by or exclusively licensed to the Company, including without limitation, any Company Service.

(ii) **"Company Intellectual Property Rights"** means any and all Intellectual Property Rights that are owned or purported to be owned by the Company.

(iii) **"Company Services"** means all products and services developed (including products and services under development), manufactured, made commercially available, marketed, distributed, sold, imported for resale or licensed by or on behalf of the Company since its inception, and all products and services which the Company intends to manufacture, make commercially available, market, distribute, sell, import for resale, or license within twelve (12) months after the date hereof.

(iv) **"Company Privacy Policy"** shall mean any external or internal, past or present privacy policy of the Company including any policy relating to: (i) the privacy of users of any Company Service or of any website of the Company, (ii) the collection, storage, disclosure, and transfer of any Customer Data or Personally Identifiable Information, or (iii) any Employee information.

(v) **"Customer Data"** means all data, meta data, information or other content (i) transmitted to the Company by users or customers of the Company Services, or (ii) otherwise stored or hosted by the Company or the Company Services.

(vi) **"Generally Commercially Available Code"** means any generally commercially available software in executable code form (other than development tools and development environments) licensed to the Company on a perpetual license basis for a single up-front license fee, for a

cost of not more than \$10,000 for a perpetual license per user or work station, and not more than \$50,000 in the aggregate for perpetual licenses for all users and work stations.

(vii) **“Intellectual Property Rights”** means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures (**“Patents”**); (ii) all trade secrets and other rights in know-how and confidential or proprietary information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world (**“Copyrights”**); (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) mask works, mask work registrations and applications therefor, and all other rights corresponding thereto throughout the world (**“Mask Works”**); (vi) all World Wide Web addresses and domain names, uniform resource locators (**“URLs”**), other names and locators associated with the Internet, and applications and registrations therefor (**“Domain Names”**), (vii) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world (**“Trademarks”**); and (viii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(viii) **“Open Source Software”** means all software or other Intellectual Property that is distributed as “open source software” or “free software” or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source Software includes, without limitation, any software under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License).

(ix) **“Personally Identifiable Information”** means any information that alone or in combination with other information held by the Company can be used to specifically identify a Person or an individual computer, device or application including but not limited to a natural person’s name, street address, telephone number, e-mail address, photograph, social security number, driver’s license number, passport number, credit or debit card number or customer or financial account number.

(x) **“Registered Intellectual Property”** means all Intellectual Property Rights that are the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority at any time anywhere in the world.

(xi) **“Technology”** means any or all of the following (i) works of authorship including computer programs, whether in source code or in executable code form, architecture and documentation, (ii) inventions (whether or not patentable), discoveries and improvements, (iii) proprietary and confidential information, trade secrets and know how, (iv) databases, data compilations and collections and technical data, (v) logos, trade names, trade dress, trademarks and service marks, (vi) domain names, web addresses and sites, (vii) methods and processes, and (viii) devices, prototypes, designs and schematics.

(b) Registered Intellectual Property. Section 3.14(b) of the Disclosure Schedule (i) lists all Registered Intellectual Property that is owned by, purported to be owned by, or held in the name of the Company (**“Company Registered Intellectual Property”**) including any application, registration or serial numbers, (ii) lists any actions that must be taken by the Company within one

hundred twenty (120) days of the date of this Agreement with respect to any of the foregoing, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates, and (iii) lists any proceedings or actions before any court or tribunal (including the United States Patent and Trademark Office (the "PTO") or equivalent authority anywhere in the world) related to any Company Registered Intellectual Property or Company Intellectual Property. All registration, maintenance and renewal fees currently due (or which will be due on or before the Closing Date) in connection with such Company Registered Intellectual Property have been or will be timely paid, and all documents and certificates currently required to be filed (or which will be required to be filed on or before the Closing Date) in connection with such Company Registered Intellectual Property have been or will be timely filed with the PTO or other relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Company Registered Intellectual Property. The Company has not claimed any status in the application for or registration of any Registered Intellectual Property Rights, including "small business status," that would not be applicable to Buyer.

(c) Transferability of Company Intellectual Property. All Company Intellectual Property as of the date hereof is, and, as of and immediately following the Closing, will be fully transferable, alienable and licensable by Buyer without restriction and without payment of any kind to any Person.

(d) Validity. The Company Intellectual Property Rights as of the date hereof are, and, as of and immediately following the Closing, will be valid and enforceable in accordance with applicable Laws, and the Company has no Knowledge of any facts or circumstances that would render any Company Intellectual Property Rights invalid or unenforceable in any jurisdiction in which the Company does business. Without limiting the foregoing, there exists no information, materials, facts, or circumstances, including any information or fact that would reasonably be expected to constitute prior art, render any of the Company Registered Intellectual Property invalid or unenforceable, or affect any pending application for any Company Registered Intellectual Property and the Company has not misrepresented, or failed to disclose, any facts or circumstances in any application for any Company Registered Intellectual Property that would constitute fraud or a misrepresentation with respect to such application or that would otherwise affect the validity or enforceability of any Company Registered Intellectual Property.

(e) Title to Company Intellectual Property. The Company is the sole and exclusive owner of each item of Company Intellectual Property, free and clear of any Liens other than licenses granted under Ordinary Course Outbound Agreements. All Company Intellectual Property will be fully transferable, alienable or licensable by Buyer to the same extent as such Company Intellectual Property was transferable, alienable or licensable by the Company immediately prior to the Acquisition. The Company has the sole and exclusive right to bring a claim or suit against a third party for infringement or misappropriation of the Company Intellectual Property Rights. The Company has not (i) transferred to any Person ownership of, or granted any exclusive license with respect to, any Company Intellectual Property Rights or (ii) permitted the rights of the Company in any Company Intellectual Property that is or was at the time material to the Company thereof to lapse or enter into the public domain. Any and all Company Intellectual Property that is or was owned by any Employee has been properly transferred to the Company. No Company Intellectual Property or Company Service is subject to any claim, proceeding or outstanding decree, order, judgment, or stipulation or Contract restricting in any material manner, the use, transfer, or licensing thereof by the Company, or which may affect the validity, use or enforceability of such Company Intellectual Property or Company Service.

(f) Third Party Intellectual Property Rights. Section 3.14(f) of the Disclosure Schedule sets forth all Contracts under which the Company is granted any right under any Intellectual

IN WITNESS WHEREOF, Buyer, the Company, the Shareholders, the Optionholders, the Investor Representative have signed or have caused this Share Purchase Agreement to be signed by their authorized representatives, all as of the date first written above.

BUYER - XOOM CORPORATION

By: [Signature]
Name: John Kunze
Title: Chief Executive Officer



BLUE PACIFIC VENTURES INC.

By: _____
Name: _____
Title: _____

COMPANY - BLUEKITE, LTD

By: _____
Name: _____
Title: _____

STERLING RELIABLE VENTURES LLC

By: _____
Name: _____
Title: _____

INVESTOR REPRESENTATIVE - JOSE VARGAS

Signature

BOLCAR OVERSEAS LTD

By: _____
Name: _____
Title: _____

CAMILO SARAVIA BURGALETA

Signature

KYLE GEOFFREY STEELE PASSARELLI

Signature

ROBERTO AITKENHEAD BRAN

Signature

MANATEE VENTURES INC.

By: _____
Name: _____
Title: _____

GALEB3 INC

By: _____
Name: _____
Title: _____

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, Buyer, the Company, the Shareholders, the Optionholders, the Investor Representative have signed or have caused this Share Purchase Agreement to be signed by their authorized representatives, all as of the date first written above.

BUYER - XOOM CORPORATION

By: _____
Name: _____
Title: _____

BLUE PACIFIC VENTURES INC.

By: _____
Name: Leonel Castro
Title: Director

COMPANY - BLUEKITE, LTD

By: Roberto Aitkenhead
Name: Roberto Aitkenhead
Title: Chief Executive Officer

STERLING RELIABLE VENTURES LLC

By: _____
Name: _____
Title: _____

INVESTOR REPRESENTATIVE - JOSE VARGAS

Signature _____

BOLCAR OVERSEAS LTD

By: _____
Name: Richard Aitkenhead
Title: President

CAMILO SARAVIA BURGALETA

Signature _____

KYLE GEOFFREY STEELE PASSARELLI

Signature _____

ROBERTO AITKENHEAD BRAN

Signature _____

MANATEE VENTURES INC.

By: _____
Name: Richard de Tezanos
Title: President

GALEB3 INC.

By: _____
Name: Jose Vargas
Title: President

[Signature Page to Share Purchase Agreement]

IN WITNESS WHEREOF, Buyer, the Company, the Shareholders, the Optionholders, the Investor Representative have signed or have caused this Share Purchase Agreement to be signed by their authorized representatives, all as of the date first written above.

BUYER - XOOM CORPORATION

By: _____
Name: _____
Title: _____

BLUE PACIFIC VENTURES INC.

By: _____
Name: _____
Title: _____

COMPANY - BLUEKITE, LTD

By: _____
Name: _____
Title: _____

STERLING RELIABLE VENTURES LLC

By: M. Lakhani
Name: Mitesh P. Lakhani
Title: Managing Partner

INVESTOR REPRESENTATIVE - JOSE VARGAS

Signature

BOLCAR OVERSEAS LTD

By: _____
Name: _____
Title: _____

CAMILO SARAVIA BURGALETA

Signature

KYLE GEOFFREY STEELE PASSARELLI

Signature

ROBERTO AITKENHEAD BRAN

Signature

MANATEE VENTURES INC.

By: _____
Name: _____
Title: _____

GALEB3 INC

By: _____
Name: _____
Title: _____

[Signature Page to Share Purchase Agreement]