

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lyft, Inc.		07/10/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterprise Holdings, Inc.		
Street Address:	600 Corporate Park Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85472326	ZIMRIDE	
Serial Number:	85592993	ZIMRIDE	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314.552.6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One U.S. Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	51017-124553		
NAME OF SUBMITTER:	Thomas A. Polcyn		
Signature:	/tap/		

TRADEMARK

Date:

07/19/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of July 10, 2013 by and between Enterprise Holdings, Inc., a Missouri corporation ("Assignee"), and Lyft, Inc., a Delaware corporation ("Assignor"). Each of Assignee and Assignor are referred to herein sometimes as a "Party" and together as the "Parties." All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement, dated as of July 10, 2013 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee the Assigned Trademarks.

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Definitions. The Term "Assigned Trademarks" means the trademark registrations set forth on Schedule A attached hereto, as defined in more detail in Attachment D to the Disclosure Schedule to the Asset Purchase Agreement.

2. Assignment. For good and valuable consideration, including as set forth in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee (a) all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized by and associated with the Assigned Trademarks, including all common law rights and trademark registrations for the Assigned Trademarks and the right to prosecute and maintain any of the Assigned Trademarks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Assigned Trademarks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Assigned Trademarks or injury to the goodwill associated with the Assigned Trademarks or other violation or impairment of any of the Assigned Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

3. No Warranties. This Trademark Assignment provides no warranties of any kind, express or implied, with respect to the Assigned Trademarks, provided that the foregoing shall not be deemed or interpreted to modify or limit any representations or warranties with respect to the Assigned Trademarks provided in the Asset Purchase Agreement.

4. Further Assurances. Assignor will, without demanding any additional consideration, at the request and expense of the Assignee, use its commercially reasonable

efforts to do all lawful acts that are necessary for recording, evidencing, and otherwise perfecting the transfer of ownership of the Assigned Trademarks to Assignee contemplated herein.

5. Successors and Assigns. This Trademark Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

6. Severability. If any provision of this Trademark Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark Assignment will remain in full force and effect. Any provision of this Trademark Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

8. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

9. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto.

10. Waiver. Neither the failure nor any delay by any party hereto in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

11. Precedence. The Asset Purchase Agreement shall take precedence over this Trademark Assignment. In the event of any difference, discrepancy or conflict between any term or condition in the Asset Purchase Agreement and any term or condition in this Trademark Assignment, the terms and conditions of the Asset Purchase Agreement shall prevail and govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective duly authorized officers.

Witness Signature: _____

Witness Name (print): _____

Witness Signature: *J. J. Cowan*

Witness Name (print): Jeff Cowan

ASSIGNOR:

LYFT, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

ENTERPRISE HOLDINGS, INC.

By: *[Signature]*

Name: Ray S. Johnson

Title: Asst. Vice President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

LYFT, INC.

Witness Signature: Kristin Sverchek By: Logan Green
Witness Name (print): Kristin Sverchek Name: Logan Green
Title: Chief Executive Officer

ASSIGNEE:

ENTERPRISE HOLDINGS, INC.

Witness Signature: _____ By: _____
Witness Name (print): _____ Name: _____
Title: _____

[Signature Page to Trademark Assignment]

SCHEDULE A
ASSIGNED TRADEMARKS

Assigned Trademark	Jurisdiction	Registered Owner	Registration Number	Issue Date
Zimride	United States of America	Zimride, Inc.	4209051	September 18, 2012
Zimride	United States of America	Zimride, Inc.	4280795	January 22, 2013