

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parkmobile Group B.V.		10/02/2014	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Parkmobile International Holding B.V.		
Street Address:	Kanaalcentrum, Europalaan		
City:	44 3526 KS Utrecht		
State/Country:	NETHERLANDS		
Entity Type:	private limited liability company: NETHERLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3574769	PARKMOBILE	
Registration Number:	3574774		
Registration Number:	4264643	P	
Registration Number:	4134008	P	
Registration Number:	4216669	P PAYING MADE SIMPLE.	
Serial Number:	85358451	P	
CORRESPONDENCE DATA			
Fax Number:	4044200805		
<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:	404-572-6798		
Email:	trademarks.atl@bryancave.com		
Correspondent Name:	John C. Bush/Bryan Cave LLP		
Address Line 1:	1201 W. Peachtree Street, NW, 14th Fl.		
Address Line 4:	Atlanta, GEORGIA 30309-3488		
ATTORNEY DOCKET NUMBER:	0371730		
NAME OF SUBMITTER:	John C. Bush		
SIGNATURE:	/John C. Bush/		
DATE SIGNED:	12/05/2014		
Total Attachments: 8			

CH \$165.00 3574769

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is signed as of ____ November 2014 with retroactive effect as of 2 October 2014 (the "*Effective Date*"), by and between Parkmobile Group B.V., a private company with limited liability organized under the laws of the Netherlands, whose corporate seat is in Amsterdam, the Netherlands, registered at the Chamber of Commerce under number 34124818, ("*Assignor*") and Parkmobile International Holding B.V., private company with limited liability organized under the laws of the Netherlands, whose corporate seat is in Utrecht, the Netherlands, registered at the Chamber of Commerce under number 30211513 ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Contribution, Assignment and Settlement Agreement, dated 2 October 2014 (the "*Agreement*"), pursuant to which Assignor has agreed to contribute and Assignee has agreed to receive, among other things, the intellectual property identified in Exhibit A hereto;

WHEREAS, Assignor is the owner of the entire right, title, and interest in, to, and under those United States and foreign trademarks and trademark applications listed on Exhibit A and the goodwill, in those jurisdictions, associated with all of the foregoing (collectively, the "*Trademarks*");

WHEREAS, Assignee acknowledges and understands that trademarks identical and similar to the Trademarks are registered as trademarks in jurisdictions not listed in Exhibit A ("*Foreign Trademarks*") and appreciates that Assignor and/or its affiliated companies will continue to use and own such Foreign Trademarks and the associated goodwill in those jurisdictions; and

WHEREAS, Assignee, at its request and direction, wishes to acquire and Assignor wishes to assign all of Assignor's right, title, and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the promises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, renewals, and extensions of the foregoing, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and issue any and all registrations issued thereon to Assignee, as assignee of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment and in the preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

Except to that extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of laws thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Parkmobile Group B.V.

.....
Name: _____

Title: _____

Parkmobile International Holding B.V.



Name: BENJARD BLATTEL

Title: Director

.....
Name: _____

Title: _____

.....
Name: _____

Title: _____

.....
Name: _____

Title: _____

.....
Name: _____


Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Parkmobile Group B.V.

.....
Name: _____
Title: _____

Parkmobile International Holding B.V.


Name: A.J. van der STEGGE
Title: _____

.....
Name: _____
Title: _____

.....
Name: _____
Title: _____

.....
Name: _____
Title: _____

.....
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Parkmobile Group B.V.

Name: _____

Title: _____

Parkmobile International Holding B.V.

Name: _____

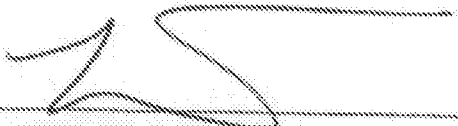
Title: _____

Name: _____

Title: _____

Name: _____

Title: _____



Name: Ralph H. Booth, II

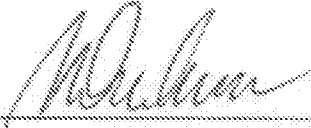
Title: Director

Name: _____

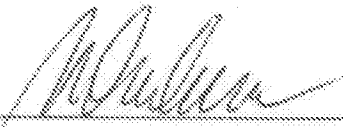
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Parkmobile Group B.V.


Name: MARCUS KOOPELMAN
Title: GENERAL MANAGER

Parkmobile International Holding B.V.


Name: MARCUS KOOPELMAN
Title: DIRECTOR

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

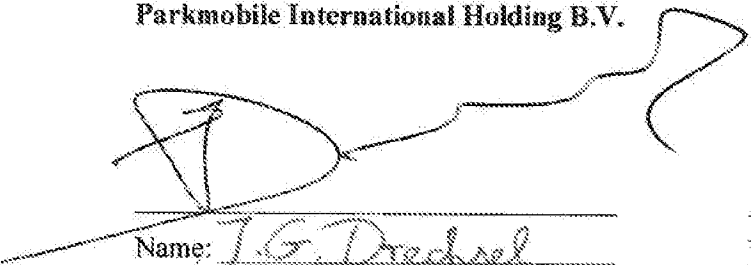
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Parkmobile Group B.V.

Name: _____
Title: _____

Parkmobile International Holding B.V.


Name: J.G. Drechsel
Title: Director

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
TRADEMARKS AND TRADEMARK APPLICATIONS

Mark (Profile Name)	Country	Serial No.	Reg. No.
PARKMOBILE	USA	77344082	3574769
PARKMOBILE	Canada	1374661	TMA786425
PARKMOBILE	Australia	1369855	1369855
PARKMOBILE	New Zealand	826398	826598
Design	USA	77345107	3574774
Design	Australia	1369856	1369856
Design	New Zealand	826599	826599
Design	Canada	1575446	<i>Pending</i>
P Design	USA	85637594	4264643
P Design	USA	85234440	4134008
P Design	Australia	1363559	1363559
P Design	Australia	1369661	1369661
P Design	Canada	<i>To the extent they exist, Canadian common law rights and rights in any trademark application, as well as accompanying goodwill, are conveyed for the design.</i>	
PAYING MADE SIMPLE & P Design	USA	85446821	4216669
P Design	USA	85358451	<i>Abandoned</i>