

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Lending Partners LLC		12/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Uber Technologies, Inc.		
Street Address:	405 Howard Street		
Internal Address:	Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85816634	EVERYONE'S PRIVATE DRIVER	
Registration Number:	4209984	U	
Serial Number:	85734092	U	
Serial Number:	85545176	U	
Registration Number:	3977893	UBER	
Registration Number:	3842416	UBERCAB	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Aliya Sanders, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	244130/1381		
NAME OF SUBMITTER:	Aliya Sanders		

CH \$165.00 85816634

SIGNATURE:	/Aliya Sanders/
DATE SIGNED:	12/12/2014
Total Attachments: 4 source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif source=Release#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December [___], 2014 (this "Release"), is made by Goldman Sachs Lending Partners LLC, a Delaware LLC with offices located at 200 West Street, New York, New York 10282-2198, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent"), in favor of Uber Technologies, Inc., a Delaware Corporation with offices located at 405 Howard Street, Suite 550, San Francisco, California 94105 (the "Grantor"). Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of July 10, 2013 (the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor was required to execute and deliver a Trademark Security Agreement dated as of July 10, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether then or thereafter existing or in which the Grantor then had or thereafter acquired an interest and wherever the same may be located (all of which being hereinafter collectively referred to as the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit then or thereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on July 11, 2013, at Reel 5067 / Frame 0580; and

WHEREAS, the Secured Obligations have been fully paid and performed and the Collateral Agent has agreed to release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all security interests and liens that it has in, to and under all Trademark Collateral.

2. Authorization to Record. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

3. Further Assurances. The Collateral Agent shall take all further actions and provide to the Grantor, its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments) reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, at the Grantor's sole expense, and without representation or warranty by the Collateral Agent.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: 
Authorized Signatory

Anna Ashurov
Authorized Signatory

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Uber Technologies, Inc.	United States	EVERYONE'S PRIVATE DRIVER	85816634	7-Jan-2013
Uber Technologies, Inc.	United States	U Logo	4209984	18-Sep-2012
Uber Technologies, Inc.	United States	U Logo	85734092	20-Sep-2012
Uber Technologies, Inc.	United States	U Logo	85545176	16-Feb-2012
Uber Technologies, Inc.	United States	UBER	3977893	14-Jun-2011
Uber Technologies, Inc.	United States	UBERCAB	3842416	31-Aug-2010