

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ride Holdings, Inc.		12/29/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ride Group Parent, Inc.
Street Address:	309 Cherry Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19106
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	85888142	MY RIDE
Serial Number:	86101311	YOUR BEST RIDE TO BASE
Serial Number:	86101323	YOUR BEST RIDE TO BASE
Serial Number:	86101352	YOUR BEST RIDE TO BASE
Serial Number:	86101371	YOUR BEST RIDE TO CAMPUS
Serial Number:	86101392	YOUR BEST RIDE TO CAMPUS
Serial Number:	86101401	YOUR BEST RIDE TO CAMPUS
Serial Number:	86101413	YOUR BEST RIDE TO WORK
Serial Number:	86101424	YOUR BEST RIDE TO WORK
Serial Number:	86101436	YOUR BEST RIDE TO WORK
Serial Number:	86101269	JUST RIDE TO WORK
Serial Number:	86101250	JUST RIDE TO WORK
Serial Number:	86101234	JUST RIDE TO WORK
Serial Number:	86101214	JUST RIDE TO BASE
Serial Number:	86101209	JUST RIDE TO BASE
Serial Number:	86101205	JUST RIDE TO BASE
Serial Number:	86101228	JUST RIDE TO CAMPUS
Serial Number:	86101221	JUST RIDE TO CAMPUS

CH \$1015.00 85888142

Property Type	Number	Word Mark
Serial Number:	86101217	JUST RIDE TO CAMPUS
Serial Number:	86101285	JUST RIDE
Serial Number:	86101291	JUST RIDE
Serial Number:	86101301	JUST RIDE
Serial Number:	86101445	RIDE
Serial Number:	86101453	RIDE
Serial Number:	86101466	RIDE
Serial Number:	86101694	RIDE
Serial Number:	86101715	RIDE
Serial Number:	86101741	RIDE
Serial Number:	86102047	R RIDE
Serial Number:	86102061	R RIDE
Serial Number:	86101198	RR RIDE
Serial Number:	86101473	R
Serial Number:	86101483	R
Serial Number:	86101492	R
Serial Number:	86168984	REINVENT THE COMMUTE
Serial Number:	86168743	REINVENT THE COMMUTE
Serial Number:	86169005	REINVENT THE COMMUTE
Serial Number:	86168848	REINVENTING THE COMMUTE
Serial Number:	86168899	REINVENTING THE COMMUTE
Serial Number:	86168965	REINVENTING THE COMMUTE

CORRESPONDENCE DATA

Fax Number: 3172371000

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.

Phone: 317-237-1180

Email: tmindy@faegrebd.com

Correspondent Name: Amie Peele Carter

Address Line 1: 300 N. Meridian Street

Address Line 2: Suite 2700

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	RIDE GROUP PARENT, INC.
NAME OF SUBMITTER:	Amie Peele Carter
SIGNATURE:	/amiepeeelercarter/
DATE SIGNED:	01/16/2015

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 29, 2014 (the "Effective Date"), is by and between Ride Holdings, Inc., a Delaware corporation ("Ride Holdings") and Ride Group Parent, Inc., a Delaware corporation (the "Ride Group Parent"). Ride Holdings and Ride Group Parent are sometimes individually referred to herein as a "Party" and collectively as, the "Parties".

WHEREAS, pursuant to the Asset Purchase Agreement executed on the date hereof by and between vRide, Inc. ("vRide") and Ride Holdings, vRide sold certain assets (the "Ride Assets") to Ride Holdings;

WHEREAS, pursuant to the Asset Contribution Agreement executed on the date hereof, by and between Ride Holdings and Ride Group Parent (the "Ride Group Parent ACA"), Ride Holdings contributed the Ride Assets to Ride Group Parent;

WHEREAS, the Ride Assets include (but are not limited to) the Intellectual Property (defined below and set forth in the attached Schedule I, which is incorporated herein by reference);

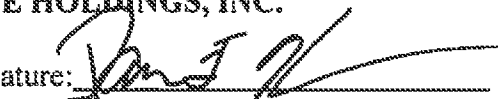
WHEREAS, to facilitate the transactions contemplated by the Ride Group Parent ACA, the Parties agreed to take certain actions, including the assignment of rights in the Intellectual Property by Ride Holdings to Ride Group Parent;

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ride Holdings and Ride Group Parent agree as follows:

1. Ride Holdings owns all right, title and interest in and to the intellectual property identified in the attached Schedule I, which includes certain trademarks and the goodwill of the business associated therewith, certain copyright-protected works and certain domain names (collectively, the "Intellectual Property").
2. Ride Group Parent desires to acquire all right, title and interest in and to the Intellectual Property as part of the transaction described above.
3. Ride Holdings hereby assigns to Ride Group Parent all right, title and interest in and to the Intellectual Property, including all past actions for infringement and any other enforcement rights that accrue(d) before or after the Effective Date.
4. This assignment shall be effective worldwide.
5. Ride Holdings promptly shall take any and all actions reasonably requested by Ride Group Parent to effect the purpose of this Agreement.
6. The recitals are incorporated herein with full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement by their authorized representatives as of the Effective Date.

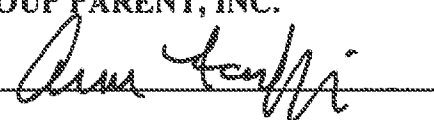
RIDE HOLDINGS, INC.

Signature: 

By: James F. Kessler

Its: CEO

RIDE GROUP PARENT, INC.







Signature: 

By: Ann Fandozzi

Its: President & CEO

SCHEDULE I

U.S. Trademark Applications

Mark	Application No.	Application Date
MY RIDE	85/888,142	03/27/2013
YOUR BEST RIDE TO BASE	86/101,311	10/25/2013
YOUR BEST RIDE TO BASE	86/101,323	10/25/2013
YOUR BEST RIDE TO BASE	86/101,352	10/25/2013
YOUR BEST RIDE TO CAMPUS	86/101,371	10/25/2013
YOUR BEST RIDE TO CAMPUS	86/101,392	10/25/2013
YOUR BEST RIDE TO CAMPUS	86/101,401	10/25/2013
YOUR BEST RIDE TO WORK	86/101,413	10/25/2013
YOUR BEST RIDE TO WORK	86/101,424	10/25/2013
YOUR BEST RIDE TO WORK	86/101,436	10/25/2013
JUST RIDE TO WORK	86/101,269	10/25/2013
JUST RIDE TO WORK	86/101,250	10/25/2013
JUST RIDE TO WORK	86/101,234	10/25/2013
JUST RIDE TO BASE	86/101,214	10/25/2013
JUST RIDE TO BASE	86/101,209	10/25/2013
JUST RIDE TO BASE	86/101,205	10/25/2013
JUST RIDE TO CAMPUS	86/101,228	10/25/2013
JUST RIDE TO CAMPUS	86/101,221	10/25/2013
JUST RIDE TO CAMPUS	86/101,217	10/25/2013
JUST RIDE	86/101,285	10/25/2013
JUST RIDE	86/101,291	10/25/2013
JUST RIDE	86/101,301	10/25/2013
RIDE	86/101,445	10/25/2013
RIDE	86/101,453	10/25/2013
RIDE	86/101,466	10/25/2013
	86/101,694	10/25/2013
	86/101,715	10/25/2013
	86/101,741	10/25/2013
	86/102,047	10/25/2013
	86/102,061	10/25/2013
	86/101,198	10/25/2013

Mark	Application No.	Application Date
r	86/101,473	10/25/2013
r	86/101,483	10/25/2013
r	86/101,492	10/25/2013
REINVENT THE COMMUTE	86/168,984	01/17/2014
REINVENT THE COMMUTE	86/168,743	01/17/2014
REINVENT THE COMMUTE	86/169,005	01/17/2014
REINVENTING THE COMMUTE	86/168,848	01/17/2014
REINVENTING THE COMMUTE	86/168,899	01/17/2014
REINVENTING THE COMMUTE	86/168,965	01/17/2014

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Domain Names

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carpool.org