

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RideCharge, Inc.		10/08/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Verifone, Inc.		
Street Address:	2099 Gateway Place, Suite 600		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4800642	CURB	
Registration Number:	3879947	TAXI MAGIC	
Registration Number:	3926992	TAXI MAGIC	
CORRESPONDENCE DATA			
Fax Number:	6468780801		
<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:	646-878-0800		
Email:	tm-uspto@pczlaw.com		
Correspondent Name:	Jacqueline Zion		
Address Line 1:	1500 Broadway, 12th FL		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	103415-12-00		
NAME OF SUBMITTER:	Jacqueline Zion		
SIGNATURE:	/JZ/		
DATE SIGNED:	10/20/2015		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made and entered into as of October 8, 2015 (the "Effective Date") by and between RideCharge, Inc. (d/b/a Curb), a Delaware corporation (the "Assignor"), and Verifone, Inc., a Delaware corporation (the "Assignee" and together with the "Assignor", the "Parties").

WHEREAS, Assignor and Assignee, have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the Registered Trademarks (as defined below); and

WHEREAS, the Purchase Agreement contemplates that Assignor shall assign to Assignee, and Assignee shall accept from Assignee, all of Assignee's right, title and interest in and to the trademarks set forth on Exhibit A (the "Registered Trademarks").

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 **Defined Terms.** For purposes of this Trademark Assignment, unless otherwise indicated herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

ARTICLE II

ASSIGNMENT

Section 2.01 **Assignment of Trademarks.** For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignor hereby sells, assigns, grants, transfers, conveys, and sets over to Assignee and its successors, assigns, and nominees absolutely and forever all Assignor's entire right, title and interest in all of the Registered Trademarks, including, but not limited to:

- (a) all goodwill;
- (b) all going concern value; and
- (c) all rights of priority and renewals, all rights of recovery, all income, royalties, damages and payments due at the Effective Date or thereafter with respect to the Registered Trademarks and all other rights thereunder on or after the Effective Date.

All of the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Section 2.02 **Recordal of the Assignment.** Assignor hereby authorizes Assignee to request the relevant U.S. governmental authority to record Assignee or one of its Affiliates as the assignee and owner of the Registered Trademarks and hereby consents to such recordal.

ARTICLE III

MISCELLANEOUS

Section 3.01 **Amendment; Waiver.** Any provision of this Trademark Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Assignor and Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 3.02 **Assignment; No Benefit to Third Parties.** For avoidance of doubt, nothing in this Trademark Assignment shall in any way inhibit Assignee from licensing, assigning or otherwise transferring any and all of its rights in or to the Registered Trademarks. Nothing in this Trademark Assignment, express or implied, is intended to confer upon any Person other than Assignor and Assignee and their respective successors, legal representatives and permitted assigns, any rights or remedies under or by reason of this Trademark Assignment.

Section 3.03 **Governing Law; Jury Trial.**

(a) THIS TRADEMARK ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATED TO THE TRADEMARK ASSIGNMENT OR THE FACTS AND CIRCUMSTANCES LEADING TO its EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS TRADEMARK ASSIGNMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT: (i) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (ii) MAKES THIS WAIVER VOLUNTARILY; AND (iii) HAS BEEN INDUCED TO ENTER INTO THIS TRADEMARK

ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER IN THIS SECTION 3.03(b).

Section 3.04 **Entire Agreement.** This Trademark Assignment, together with the Purchase Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Section 3.05 **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Trademark Assignment.

Section 3.06 **Severability.** The provisions of this Trademark Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Trademark Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Trademark Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

[Signature page follows]

IN WITNESS THEREOF, the Parties have caused their respective duly authorized officers to sign this Trademark Assignment as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

RIDECHARGE, INC.

VERIFONE, INC.

By: _____

By: _____

DocuSigned by:
Albert Liu
AB3F93B560414E8...

Name: _____

Name: Albert Liu

Title _____

Title EVP & General Counsel

[Signature Page to Assignment and Assumption Agreement]

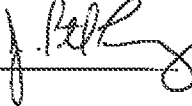
IN WITNESS THEREOF, the Parties have caused their respective duly authorized officers to sign this Trademark Assignment as of the date set forth above.

ASSIGNOR:

ASSIGNEE:

RIDECHARGE, INC.

VERIFONE, INC.

By: Patrick Lashinsky  By: _____

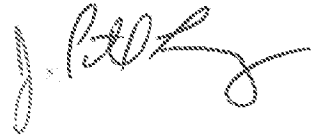
Name: Patrick Lashinsky Name: _____

Title CEO Title _____

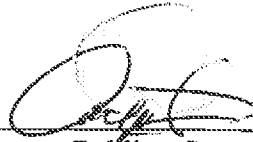
[Signature Page to Trademark Assignment Agreement]

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF VIRGINIA
SS.:
COUNTY OF ALEXANDRIA



On this 8th day of October 2015, before me personally came Patrick Lashinsky, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Executive Officer of RideCharge, Inc. a Delaware corporation, and that he executed the foregoing instrument in the firm name of RideCharge, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public - State of VIRGINIA

Printed Name CATHERINE VIERNES

My Commission Expires:

Aug 31 2019

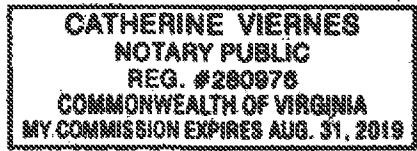


Exhibit A: Trademarks

Trademark	Owner of Record	Jurisdiction	Status	Application/Registration Number	Date of Application/Registration/ Issuance
Curb	RideCharge, Inc	Alexandria VA	Approved	4800642	25-August-15
TAXI MAGIC	RideCharge, Inc	Alexandria VA	Approved	3879947	23-Nov-10
TAXI MAGIC	RideCharge, Inc	Alexandria VA	Approved	3926992	1-March-2011