

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SP PLUS CORPORATION		10/31/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Parkmobile, LLC		
Street Address:	1100 Spring Street NW, Suite 200		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309-2848		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3783239	CLICK AND PARK	
Registration Number:	3783140	CLICK AND PARK COM	
Registration Number:	4056625	CLICK AND RIDE	
Registration Number:	4153268	CLICK AND RIDE COM	
Registration Number:	4352358	KNOW BEFORE YOU GO	
Registration Number:	3004992	YOUR SPACE IS READY WHEN YOU ARE	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	734-418-4212		
Email:	asujek@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	261274-385052		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	04/06/2016		

CH \$165.00 3783239

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is dated as of October, 31, 2014, and is made by SP Plus Corporation, a Delaware corporation ("Assignor") in favor of Parkmobile, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee shall hereinafter individually be referred to as a "Party" and collectively be referred to as the "Parties." All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to a Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignee, the Contributed Assets, including without limitation the exclusive rights, title and interest in and to all Intellectual Property of Assignor; and

WHEREAS, in furtherance of the transactions contemplated by the Contribution Agreement, Assignor desires to irrevocably grant, transfer, and assign to Assignee, and Assignee desires to accept the grant, transfer, and assignment of, all rights, title and interest in and to all Intellectual Property of Assignor, including without limitation the Intellectual Property listed on Schedule A attached hereto and incorporated herein by this reference, and all goodwill associated therewith (collectively, the "Transferred IP Rights").

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment: Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee, its successors and assigns, and Assignee hereby purchases, acquires, and accepts the grant, transfer, and assignment of, all of Assignor's worldwide right, title, benefit, entitlement and interest in, to, and under the Transferred IP Rights, together with all goodwill of the business associated with the use of and symbolized by the Transferred IP Rights comprising trademarks, including but not limited to all copies and tangible embodiments of the Transferred IP Rights (in whatever form or medium), all rights in or licenses to or from a third person in any of the Transferred IP Rights, and the right to prosecute and receive damages for any and all past, present, and future claims or causes of action arising out of or related to any infringements, dilutions, misappropriations or other violations of any of the Transferred IP Rights whatsoever, the same to be held and enjoyed by said Assignee, its successors, legal representatives, and assigns from and after the date hereof forever as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

2. Further Assurances: Assignor hereby agrees to execute or procure any further necessary assurance of its title to the Transferred IP Rights and, upon the reasonable request of said Assignee, shall execute and deliver (i) any and all documents and papers whatsoever that may be necessary or desirable to perfect Assignee's rights to the Transferred IP Rights in Assignee or its successors, assigns or other legal representatives, and (ii) any additional applications for registration, or any part or parts thereof. Assignor further agrees to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation but at the expense of Assignee or Assignee's successors, assigns, or other legal representatives.

3. Government Authorization: Assignor hereby authorizes all appropriate governments to record this Assignment and to issue or transfer all said Transferred IP Rights to the Assignee as the legal

and beneficial owner of all right, title, benefit, entitlement and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

4. Governing Law: Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by, construed in accordance with, and enforced under the laws of the State of Delaware applicable to agreements executed and to be performed solely within such State.

5. Notice: Section 9.1 of the Contribution Agreement is herein incorporated by reference.

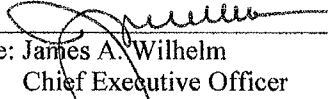
7. Counterparts: This Assignment may be executed in any number of counterparts, any of which may be transmitted by facsimile or via portable document format by other electronic means, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. However, this Assignment shall be ineffective for any purposes whatsoever unless or until executed by all Parties hereto.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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

SP Plus Corporation
(Assignor)

By: 
Name: James A. Wilhelm
Title: Chief Executive Officer

Acknowledged and Accepted:
Parkmobile, LLC
(Assignee)

By: _____
Name:
Title:

[Signature Page to SP Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005766 FRAME: 0313

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

SP Plus Corporation
(Assignor)

By: _____
Name:
Title:

Acknowledged and Accepted:
Parkmobile, LLC
(Assignee)

By: Chris M. Fazzell
Name: Chris Fazzell
Title: CEO

[Signature Page to Intellectual Property Assignment]

Schedule A

- Routing Patent #7,941,337
- Domains Names:
 - clickandpark.com
 - clickandpark.net
 - clickandpark.us
 - click-and-park.com
 - click-and-park.net
 - click-n-park.com
 - clicknpark.net
 - clickpark.com
 - clickpark.info
 - clickpark.net
 - cnprsystem.com
 - cnprsystem.net
 - barclaysparking.com
 - barclayparking.com
 - Parkingnets.com
- Trademarks:
 - ClickandPark
 - ClickandRide
 - Know Before You Go
 - Your Space is Ready When You Are
- Software code for CNP (legacy software and new system)
- Kutir handheld software
- CNP phone number and customer support numbers
- Internal Google Site - CNP: used to provide support information on CNP locations to aid customer service agents

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