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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM456487

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Uber Operations, LLC		12/15/2017	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Uber Technologies, Inc.			
Street Address:	455 Market Street, 4th Floor			
City:	San Francisco			
State/Country:	CALIFORNIA			
Postal Code:	94103			
Entity Type:	Corporation: DELAWARE			

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4768885	UBERXCHANGE
Registration Number:	4764793	UBERMOVER
Registration Number:	4480783	UBER UNIVERSITY
Registration Number:	4173895	ÜBER OPERATIONS
Registration Number:	4173893	UO

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@fenwick.com

Correspondent Name: Sally M. Abel, Fenwick & West LLP

Address Line 1: 801 California Street
Address Line 2: Silicon Valley Center

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	28910-00070-0715
NAME OF SUBMITTER:	Sally M. Abel
SIGNATURE:	/sabel/
DATE SIGNED:	01/02/2018

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REEL: 006240 FRAME: 0344

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Total Attachments: 3

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ATTACHMENT C

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and entered into on the date it is signed by the last of the signatories identified below ("Effective Date") by and between Uber Technologies, Inc., a Delaware corporation with its principal place of business in San Francisco, California ("Uber Technologies"), and Uber Operations, LLC, a Florida Limited Liability Company with its principal place of business in Tallahassee, Florida ("Uber Operations"). Uber Technologies and Uber Operations are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Uber Operations claims ownership of the trademarks listed below ("Uber Operations Trademarks") for use in connection with the Goods and Services Designation on file with the United States Patent and Trademark Office:

Mark	<u>Serial Number</u>	Registration Number		
UBERXCHANGE	85307480	4768885		
UBERMOVER	85307463	4764793		
UBER UNIVERSITY	85974670	4480783 4173895		
ÜBER OPERATIONS	85307335			
UO	85307312	4173893 n/a – common law; same goods and services as ÜBER OPERATIONS		
UBEROPS	n/a – common law; same goods and services as ÜBER OPERATIONS			

WHEREAS, Uber Operations claims to have adopted and used, and claims to be using and acquired goodwill associated with and symbolized by said Uber Operations Trademarks and has not abandoned the same;

WHEREAS, Uber Technologies desires to acquire Uber Operations' rights, title, and interest in and to the Uber Operations Trademarks, together with the goodwill inherent therein; and

WHEREAS, Uber Operations has agreed to and is willing to sell, assign, and transfer to Uber Technologies all rights, title, and interest it holds in and to the Uber Operations Trademarks, together with the goodwill inherent therein;

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TRADEMARK REEL: 006240 FRAME: 0346 Now THEREFORE, for other good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Uber Operations represents and warrants that it has not previously assigned, encumbered, sold, transferred or otherwise conveyed any of its rights or interests, including goodwill, registrations or applications, or causes of action, in the Uber Operations Trademarks.
- 2. Uber Operations hereby sells, transfers and assigns to Uber Technologies all rights, title and interest Uber Operations has in and to the Uber Operations Trademarks, together with (i) the goodwill of the business symbolized by said Uber Operations Trademarks, (ii) all registration(s) and application(s) for the Uber Operations Trademarks, and (iii) any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for infringement of the Uber Operations Trademarks.
- 3. Uber Operations hereby consents to the recordation of this assignment in any applicable jurisdictions and before appropriate trademark offices. Uber Operations will assist Uber Technologies and execute additional documents and instruments as may be reasonably necessary to secure, perfect, maintain, confirm, or evidence the rights hereby transferred.
- 4. The parties agree that this Agreement may be executed using electronic signatures, including scanned copies of signatures in PDF format, and such electronic signature pages shall in all respects be binding on all parties hereto and thereto as if such signature pages were originally delivered. The parties further agree that original signature pages for all such electronic signature pages shall be delivered to the other party to this Agreement within ten (10) days after execution of this Agreement by all the parties. This Agreement may be executed in multiple counterparts, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto duly execute this Agreement.

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Mede T Bartow

By: Nicole T Bartow

Title: <u>nirector II. Littigation</u>

Date: December 15, 2017

Uber Operations/LLC

BY: FRANCIS DE WET

Title: Partner/CTO

Date: 12/11/17

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