

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500495

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spinlister, LLC		09/25/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spinlister Global, LLC		
<b>Street Address:</b>	440 Swarthmore Avenue		
<b>City:</b>	Pacific Palisades		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90272		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87472372	SPINLISTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3104791422		
<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>			
<b>Phone:</b>	3104784100		
<b>Email:</b>	patentandtrademarks@wrslawyers.com		
<b>Correspondent Name:</b>	Mark B. Mizrahi		
<b>Address Line 1:</b>	11400 West Olympic Blvd., 9th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>ATTORNEY DOCKET NUMBER:</b>	21909-001		
<b>NAME OF SUBMITTER:</b>	Mark B. Mizrahi		
<b>SIGNATURE:</b>	/mark b. mizrahi/		
<b>DATE SIGNED:</b>	12/03/2018		
<b>Total Attachments: 1</b>			
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OP \$40.00 87472372

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("**Agreement**"), having an effective date of September 25, 2018 (hereinafter the "**Effective Date**"), is made by and between Spinlister, LLC, a Delaware limited liability company (hereinafter known as "**Assignor**") and Spinlister Global, LLC, a Delaware limited liability company (hereinafter "**Assignee**"). For purposes of this Agreement, Assignor and Assignee may be referred to individually as a "**Party**," and collectively as the "**Parties**."

**WHEREAS**, Assignor warrants and represents that it is owner of all right, title and interest in and to the trademark SPINLISTER, in connection with "Bicycle rental; Bicycle sharing services; Rental of bicycles; Vehicle sharing services, namely, providing temporary use of bicycles" and related services, and registrations and applications concerning this trademark, including, United States Trademark Application Serial No. 87472372 therefor, (hereinafter collectively, the "**Trademark**") together with the goodwill of the business symbolized by the Trademark;

**WHEREAS**, Assignee desires to acquire the entire right, title and interest in and to the Trademark and all goodwill of the business symbolized by the mark;

**WHEREAS**, Assignee acknowledges that United States Trademark Application Serial No. 87472372 has been suspended pending the disposition of United States Trademark Serial Numbers 87084574 and 87370671;

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and in the Asset Purchase and Option Agreement dated September 12, 2018 entered into by the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all right, title and interest in and to the Trademark (including, without limitation, United States Trademark Application Serial No. 87472372) together with the goodwill of the business symbolized thereby, or portion thereof, to which the mark pertains, and together with all claims for damages by reason of past infringement thereof or act of unfair competition relating thereto, with the right to sue for damages, and collect the same for Assignee's own use and benefit, and for the use and benefit of its successors, assigns, and legal representatives.

Assignor warrants and represents that it has the right to assign all of the rights being assigned to Assignee under this Agreement and that it has not heretofore assigned those rights to anyone else. In order to give full force and effect to the assignment granted herein, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the above-identified trademark as may be dictated by the trademark laws of the United States. All of the recitals referred to in this Agreement are made a part hereof and incorporated in this Agreement by this reference. Assignor makes no guarantees that Assignee will succeed in registering United States Trademark Application Serial No. 87472372 and Assignee understands that it shall assume all responsibility for prosecuting that application.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the Effective Date.

**ASSIGNOR**

SPINLISTER, LLC, a Delaware LLC

By: 

Name: Marcelo Loureiro

Title: CEO

**ASSIGNEE**

SPINLISTER GLOBAL, LLC, a Delaware LLC

By: 

Name: Mark Gustafson

Title: Owner/Manager