

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBER TECHNOLOGIES, INC.		10/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc. as Administrative Agent		
Street Address:	1300 THAMES STREET, THAMES STREET WHARF, FLOOR 4		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86984102	UBERPOOL	
Serial Number:	87256010	UBER	
Serial Number:	87662754	UBER	
Serial Number:	88028680	SPOTLIGHT	
Serial Number:	88083093	UBER CASH	
Serial Number:	88083500	UBER WALLET	
Serial Number:	88118860	DOORS ARE ALWAYS OPENING	
Serial Number:	88162495	UBER PRO	
Serial Number:	88192044	WHAT MOVES US	
Serial Number:	88192913	UBER REWARDS	
Serial Number:	88243029	UBER PAY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		

OP \$290.00 86984102

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	1142805 TM 2
NAME OF SUBMITTER:	Ashley Min Joo Kim
SIGNATURE:	/Ashley Min Joo Kim/
DATE SIGNED:	10/18/2019
Total Attachments: 5 source=Uber - Trademark Filing Request (Term Loan)#page2.tif source=Uber - Trademark Filing Request (Term Loan)#page3.tif source=Uber - Trademark Filing Request (Term Loan)#page4.tif source=Uber - Trademark Filing Request (Term Loan)#page5.tif source=Uber - Trademark Filing Request (Term Loan)#page6.tif	

Trademark Security Agreement Supplement

Trademark Security Agreement Supplement, dated as of October 17, 2019, by UBER TECHNOLOGIES, INC., a Delaware corporation (the "Pledgor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor has entered into that certain Term Loan Agreement, dated as of July 13, 2016, among the Pledgor, the Administrative Agent and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Pledgor has executed and delivered that certain (i) Security Agreement, dated as of July 13, 2016, among the Pledgor and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) Trademark Security Agreement, dated as of July 13, 2016, among the Pledgor and the Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, the Pledgor has agreed to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Pledgor and has agreed in connection therewith to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if

fully set forth herein. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet accrued and payable) and termination of the Security Agreement or as otherwise provided in Section 11.4 of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement Supplement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and shall be construed and enforced in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UBER TECHNOLOGIES, INC.,
as Pledgor

By: _____




Name: Nelson Chai

Title: Chief Financial Officer

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: 
Name: Lisa Hanson
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK REGISTRATIONS AND PUBLISHED TRADEMARK
APPLICATIONS

UNITED STATES TRADEMARKS:

App. No.	Reg. No./Pub. No.	Filing Date	Title/Description
86984102	N/A	5/29/15	UBERPOOL (Classes 09, 39, 42)
87256010	N/A	12/2/16	UBER (Classes 09, 16, 35, 36, 38, 39, 42)
87662754	N/A	10/27/17	UBER (Classes 09, 35, 36)
88028680	N/A	7/6/2018	SPOTLIGHT (Class 09)
88083093	N/A	8/17/2018	UBER CASH (Class 09)
88083500	N/A	8/17/2018	UBER WALLET (Class 09)
88118860	N/A	9/16/2018	DOORS ARE ALWAYS OPENING (Class 09)
88162495	N/A	10/19/2018	UBER PRO (Class 35)
88192044	N/A	11/13/2018	WHAT MOVES US (Class 42)
88192913	N/A	11/13/2018	UBER REWARDS (Classes 09, 35, 39, 42)
88243029	N/A	12/27/2018	UBER PAY (Class 09)

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