TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM553931

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Übermortgage, Inc.		06/06/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Uber Technologies, Inc.	
Street Address:	1455 Market Street, 4th Floor	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94103	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5745939	ÜBERMORTGAGE

CORRESPONDENCE DATA

Fax Number: 6509385200

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.

Phone: 6509888500

Email: trademarks@fenwick.com

Correspondent Name: Sally M. Abel

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

Address Line 4: Mountain View, CALIFORNIA 94041

ATTORNEY DOCKET NUMBER:	34819-70372-4717
NAME OF SUBMITTER:	Sally M. Abel
SIGNATURE:	/sabel/
DATE SIGNED:	12/18/2019

Total Attachments: 2

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> **TRADEMARK** REEL: 006820 FRAME: 0196

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ATTACHMENT A

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and entered into on the date it is signed by the last of the <u>signatories</u> 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 Übermortgage, Inc., a California corporation, ("Übermortgage"). Uber Technologies and Übermortgage are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Übermortgage asserts that it is the owner and has used the trademark ÜBERMORTGAGE for use in connection with the Services Designation on file with the United States Patent and Trademark Office for Serial No. 87/170,485:

WHEREAS, Übermortgage has adopted, used, is using and has acquired goodwill associated with and symbolized by the ÜBERMORTGAGE trademark and has not abandoned the same;

WHEREAS, Uber Technologies desires to acquire Übermortgage's rights, title, and interest in and to the ÜBERMORTGAGE trademark, together with the goodwill inherent therein; and

WHEREAS, Übermortgage has agreed to and is willing to sell, assign, and transfer to Uber Technologies all of its right, title, and interest in and to the ÜBERMORTGAGE trademark, together with the goodwill inherent therein;

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

- 1. Übermortgage hereby sells, transfers and assigns to Uber Technologies all of its right, title and interest Übermortgage has in and to the ÜBERMORTGAGE trademark, together with (i) the goodwill symbolized by the ÜBERMORTGAGE trademark, (ii) all registration(s) and application(s) for the ÜBERMORTGAGE trademark, 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 ÜBERMORTGAGE trademark.
- 2. Übermortgage hereby consents to the recordation of this assignment in any applicable jurisdictions and before appropriate trademark offices. Übermortgage 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 (it being agreed that all costs of prosecution or defense of any such action shall be borne by Uber Technologies).
- 3. 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.

Dated: 4/4/9	See The Control of th
	By: Raphael Cathellez
Dated: 4/3/2019	Title: <u>Jales (as)</u> Labellectus) Übermortgage, Inc.
	By: JOHN A JOHNSTOF