

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571474

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARRIVE MOBILITY INC.	FORMERLY ParkWhiz, Inc.	04/09/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5167696	P	
<b>Registration Number:</b>	5017231	PARKWHIZ	
<b>Registration Number:</b>	4950355	FIND YOUR HAPPY SPACE	
<b>Registration Number:</b>	4279645	PARKWHIZ	
<b>Registration Number:</b>	4279648	YOU HAVE GUARANTEED SEATS. WHY NOT GUARA	
<b>Registration Number:</b>	4448588	CLICK HERE. PARK ANYWHERE.	
<b>Serial Number:</b>	88111237	ARRIVE	
<b>Serial Number:</b>	88111257	ARRIVE MOBILITY	
<b>Serial Number:</b>	88158576	ARRIVE NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<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>	2063598000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Seth H. Reagan		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	119873.0001		

OP \$240.00 5167696

<b>NAME OF SUBMITTER:</b>	Seth H. Reagan
<b>SIGNATURE:</b>	/Seth H. Reagan/
<b>DATE SIGNED:</b>	04/10/2020
<b>Total Attachments: 5</b> source=EXECUTED - TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1 (April 9 2020)#page1.tif source=EXECUTED - TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1 (April 9 2020)#page2.tif source=EXECUTED - TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1 (April 9 2020)#page3.tif source=EXECUTED - TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1 (April 9 2020)#page4.tif source=EXECUTED - TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1 (April 9 2020)#page5.tif	

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1 (this "**Trademark Security Agreement Supplement**") dated April 9, 2020 is made by the undersigned ARRIVE MOBILITY INC. (formerly known as ParkWhiz, Inc.), a Delaware corporation, (the "**Grantor**") in favor of CIBC BANK USA (the "**Bank**").

WHEREAS, the Grantor and the Bank entered into that certain Loan and Security Agreement dated as of January 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which the Bank is providing certain extensions of credit, loans and other financial accommodations (the "**Financial Accommodations**") to the Grantor.

WHEREAS, in order to secure the Financial Accommodations, the Grantor has granted to the Bank a security interest and lien in and to all of the Grantor's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever.

WHEREAS, pursuant to the Loan Agreement, the Grantor has executed and delivered that certain Trademark Security Agreement made by the Grantor to the Bank dated as of April 5, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**").

WHEREAS, under the terms of the Loan Agreement and the Trademark Security Agreement, the Grantors have granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Bank and have agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. **Confirmation of Grant of Security.** The Grantor hereby acknowledges and confirms the grant of a security interest to the Bank under the Loan Agreement and the Trademark Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "**Additional Collateral**"):

- (i) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule 1 hereto, together with all reissues, continuations, extensions, modifications and renewals of the foregoing, along with all goodwill of the business connected with the use of and symbolized by the foregoing (the "**Trademarks**");
- (ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Supplement to Trademark Security Agreement. Schedule 1 to the Trademark Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Supplement to Trademark Security Agreement.

SECTION 4. Counterparts. This Agreement 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 Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

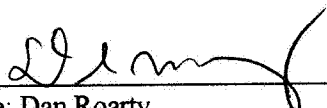
SECTION 5. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor and the Bank have duly executed this Trademark Security Agreement Supplement No. 1 as of the day and year first above written.

**GRANTOR:**

**ARRIVE MOBILITY INC.**

By:   
Name: Dan Roarty  
Title: Chief Operating Officer

ACCEPTED AND AGREED:

**CIBC BANK USA**

By: \_\_\_\_\_  
Name: Jeff Goldrich  
Title: Associate Managing Director

IN WITNESS WHEREOF, the Grantor and the Bank have duly executed this Trademark Security Agreement Supplement No. 1 as of the day and year first above written.

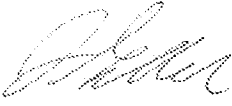
**GRANTOR:**

**ARRIVE MOBILITY INC.**

By: \_\_\_\_\_  
Name:  
Title:


ACCEPTED AND AGREED:

**CIBC BANK USA**

By:  \_\_\_\_\_  
Name: Jeff Goldrich  
Title: Associate Managing Director

SCHEDULE 1

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
 P	5167696	3/21/2017
PARKWHIZ	5017231	8/9/2016
FIND YOUR HAPPY SPACE	4950355	5/3/2016
PARKWHIZ	4279645	1/22/2013
YOU HAVE GUARANTEED SEATS. WHY NOT GUARANTEED PARKING?	4279648	1/22/2013
CLICK HERE. PARK ANYWHERE.	4448588	12/10/2013
Arrive	88111237	9/10/2018
Arrive Mobility	88111257	9/10/2018
Arrive Network	88158576	11/11/2018