

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575055

<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>
Parkmobile International Holding B.V.		12/20/2019	Corporation: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Parkmobile, LLC		
<b>Street Address:</b>	1100 Spring St NW		
<b>Internal Address:</b>	Ste 200		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4390467		
<b>Registration Number:</b>	3963345	DIGITAL PARKING	
<b>Registration Number:</b>	5717683	P	
<b>Registration Number:</b>	5717682	P	
<b>Registration Number:</b>	4264643	P	
<b>Registration Number:</b>	4134008	P	
<b>Registration Number:</b>	5339179	P	
<b>Registration Number:</b>	4124078	P	
<b>Registration Number:</b>	5329862	P PARKMOBILE	
<b>Registration Number:</b>	4216669	P PAYING MADE SIMPLE.	
<b>Registration Number:</b>	4918367	PARK. SCAN. GO.	
<b>Registration Number:</b>	3941988	PARK. PHONE. GO.	
<b>Registration Number:</b>	3941989	PARKING MADE SIMPLE	
<b>Registration Number:</b>	5717681	PARKMOBILE	
<b>Registration Number:</b>	3574769	PARKMOBILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$390.00 4390467

TRADEMARK

**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@parkmobile.io  
**Correspondent Name:** Tony Stewart  
**Address Line 1:** 1100 Spring St NW  
**Address Line 2:** Ste 200  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>NAME OF SUBMITTER:</b>	Tony Stewart
<b>SIGNATURE:</b>	/s/ Tony Stewart
<b>DATE SIGNED:</b>	05/06/2020

**Total Attachments: 14**  
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## DEED OF ASSIGNMENT

This DEED OF ASSIGNMENT (the "Agreement") is made and entered into on 20 December 2019 by and between:

### THE PARTIES:

- (1) **Parkmobile International Holding B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands and having its registered office in Amsterdam and its business address at Wisselwerking 40, 1112 XR Diemen, the Netherlands ("PMIH"),

and

- (2) **Parkmobile LLC**, a limited liability company duly organised and existing under the laws of the State of Delaware, United States of America and having its registered office at 251 Little Falls Drive, Wilmington, DE 19808, United States of America ("PM LLC");

PMIH and PM LLC are hereinafter jointly referred to as the "Parties" and each individually as a "Party".

### WHEREAS:

- (A) PMIH and PM LLC are both part of the PARK NOW group of companies, which develops and provides cashless parking payment solutions and related services.
- (B) The Parkmobile operating companies in the US, Canada, and Australia / New Zealand respectively are, for their commercial activities, using (Parkmobile) software of which certain parts are owned by PM LLC and/or Parkmobile USA Inc, and of which other parts are owned by PMIH.
- (C) The PMIH part of the software referred to in Recital (B) is further specified in the "IP License Agreements" dated 31 October, 2014, between PMIH and the respective operating companies in the US, Canada, and Australia / New Zealand, and defined as the "Authorized Parkmobile System Modules", which is licensed out by PMIH per the terms of these agreements.
- (D) PMIH is the rightful owner and holder of certain registered and unregistered intellectual property rights, including all pending applications and/or common law rights, in relation to the Authorized Parkmobile System Modules, including but not limited to copyrights (including rights in computer

software), designs, drawings, preparatory design work, drafts, sketches, and related documentation and materials, to the extent existing and valid anywhere in any jurisdiction in the world except for Europe<sup>1</sup> ("Parkmobile System IP"), and Parkmobile trademarks (hereinafter together "PMIH IP").

- (E) It is the Parties' intention that all such PMIH IP shall be contributed, transferred and assigned to PM LLC in accordance with the terms and subject to the conditions set forth in this Agreement, whilst terminating the IP license agreements referred to in Recital (C).

**THE PARTIES HAVE AGREED AS FOLLOWS:**

**1. TRANSFER OF INTELLECTUAL PROPERTY**

- 1.1. PMIH hereby contributes, transfers and assigns to PM LLC, and PM LLC hereby accepts such contribution, transfer and assignment of, all of PMIH's right, title and interest in and to the PMIH IP as specified in ANNEX I, including all trademarks in North and South America, Australia and New Zealand. For clarity, the trademarks are assigned with all underlying common law rights, and together with the goodwill of the business symbolized by the trademarks set forth therein as of the date of signature of this deed. For the avoidance of doubt, the assignment of goodwill is limited to the goodwill associated with the trademarks. The economic ownership of the PMIH IP is hereby transferred by PMIH to PM LLC as per the Effective Date.
- 1.2. PM LLC shall have the right to, at its own cost and expense, have the assignment of (any parts of) the PMIH IP recorded in any relevant (trademark or other) register and to complete any formalities that may be necessary to complete or document the transfer of title or create evidence of PM LLC's propriety of the PMIH IP. PMIH hereby agrees that it will, at any time upon the request and at the expense of PM LLC, perform any and all acts and execute any and all documents that may be required to effectuate and perfect the transfer and assignment of the PMIH IP, including, to the extent applicable, the recording of the transfer of all of PMIH's rights, title and interests in and to the PMIH IP to PM LLC in the relevant public registers.
- 1.3. If and to the extent that it is impossible or not permitted under the applicable law in any jurisdiction to transfer and assign the PMIH IP by this Agreement, PMIH hereby grants to PM LLC an irrevocable, perpetual, unconditional, unlimited, exclusive (also excluding PMIH), royalty-free, fully paid-up, sub-licensable (either exclusively or non-exclusively), assignable license to reproduce, make available, apply and otherwise use the PMIH IP at PM LLC's sole discretion.

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<sup>1</sup> The territory of Europe includes all Member States of the European Union, Switzerland, Iceland, Norway and other countries that fall within the scope of the continent of Europe

- 1.4. PMIH, for the benefit of PM LLC, as well as for the benefit of any third party to whom the PMIH IP may be assigned or licensed onwards, hereby irrevocable waives all existing moral rights and all comparable rights it may have worldwide, except for Europe (as Europe is defined herein), that rest upon, are incorporated in, or arise from, the PMIH IP, in each case to the extent permitted by law.
- 1.5. PMIH hereby agrees that it will, at any time and upon PM LLC's first request, perform any and all acts and execute any and all documents that may be required to render all assistance in case of (alleged) infringement of the PMIH IP by any third party. The assignment includes the right for PM LLC to sue third parties for (alleged) infringements that occurred prior to the date of the assignment.
- 1.6. In consideration for the transfer and assignment of the PMIH IP pursuant to this Agreement, PM LLC shall pay to PMIH an one-off amount of USD 2.755.615,16 (two million, seven hundred fifty five thousand six hundred and fifteen US dollar and sixteen cent), which the Parties agree and consider to be a fair market price and equitable remuneration for the PMIH IP assigned hereunder.

## 2. COMMENCEMENT, EFFECTIVE DATE

- 2.1. This agreements shall, notwithstanding the provision of section 1.1 above, enter into force with retroactive effect as per December 1, 2019 (the "Effective Date").

## 3. GENERAL PROVISIONS

- 3.1. Further Assurances. Each Party shall perform such acts, execute and deliver such instruments and documents, and do all such other things as reasonably necessary to accomplish the transactions contemplated in this Agreement and/or to otherwise give effect to this Agreement.
- 3.2. Governing Law. The laws of the Netherlands (excluding its rules governing conflicts of laws) shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).
- 3.3. Competent Court. The competent court in Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any dispute in connection with this Agreement, without prejudice to the rights of appeal, including an appeal to the Supreme Court.
- 3.4. Severability. If any provision of this Agreement is null and void or is determined by a court of competent jurisdiction to be subject to annulment or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for

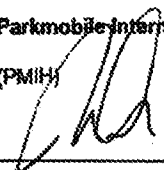
each Party remain valid, binding and enforceable. The Parties shall then use all reasonable endeavours to replace the void, annulled or unenforceable provision(s) by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the void, annulled or unenforceable provision.

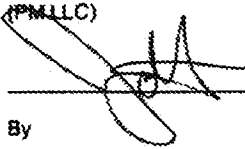
- 3.5. Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effectuate the transfer of the PMIH IP and/or to facilitate the registration of such transfer with local governmental authorities.
- 3.6. Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.
- 3.7. Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect the construction or interpretation of this Agreement. When a reference is made in this Agreement to a section, such reference will be to a section of this Agreement unless otherwise indicated.
- 3.8. Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.

*Signature page follows*


<p><b>Parkmobile International Holding B.V.</b> (PMIH)</p> <hr/> <p>By</p> <p>Name: J.W. Reimann Title: Director Date:</p>	<p><b>Parkmobile LLC</b> (PM LLC)</p> <hr/> <p>By</p> <p>Name: Title: Date:</p>
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<p><b>Parkmobile International Holding B.V.</b> (PMIH)</p>  <hr/> <p>By</p> <p>Name: R. van Dijk Title: Director Date: 20 DECEMBER 2019</p>	<p><b>Parkmobile LLC</b> (PM LLC)</p> <hr/> <p>By</p> <p>Name: Title: Date:</p>
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<p><b>Parkmobile International Holding B.V.</b> (PMIH)</p> <hr/> <p>By Name: J.W. Reimann Title: Director Date:</p>	<p><b>Parkmobile LLC</b> (PM LLC)</p>  <hr/> <p>By Name: JONATHAN ZIGAR Title: Director Date: 12/20/19</p>
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<p><b>Parkmobile International Holding B.V.</b> (PMIH)</p> <hr/> <p>By Name: R. van Dijk Title: Director Date:</p>	<p><b>Parkmobile LLC</b> (PM LLC)</p> <hr/> <p>By Name: Title: Date:</p>
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<p><b>Parkmobile International Holding B.V.</b> (PMIH)</p> <p></p> <hr/> <p>By</p> <p>Name: J.W. Reimann Title: Director Date:</p>	<p><b>Parkmobile LLC</b> (PM LLC)</p> <hr/> <p>By</p> <p>Name: Title: Date:</p>
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<p><b>Parkmobile International Holding B.V.</b> (PMIH)</p> <hr/> <p>By</p> <p>Name: R. van Dijk Title: Director Date:</p>	<p><b>Parkmobile LLC</b> (PM LLC)</p> <hr/> <p>By</p> <p>Name: Title: Date:</p>
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## ANNEX I

### PMIH IP

The PMIH IP includes the intellectual property rights and similar rights in respect of the Authorised Parkmobile System Modules (which for clarity excludes any rights that exist in the territory of Europe<sup>2</sup>) as further specified under (I) below, and the trademarks in North and South America, Australia and New Zealand as specified under (II) below:







(I) Authorised Parkmobile System Modules (definition copied from the IP License Agreements and of which the matter and details are, as a result of the commercialization of the Authorised Parkmobile System Modules under the IP License agreements, sufficiently known to the parties):



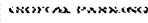






- **Phonixx module**  
Description of functionality: Pay by Phone on-demand system supporting on street and off street non-gated parking environments for municipalities and private operators
- **Permixon module**  
Description of functionality: White label permit system for municipalities and private operators (digital permits)
- **Lynxx module**  
Description of functionality: Pay by Phone Rate engine, supplier configuration manager and active parking rights database
- **Parxx module**  
Description of functionality: Off street gated interface allowing Parkmobile customers access to gated facilities and for connecting to revenue control (PARCs) and access equipment infrastructures









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<sup>2</sup> The territory of Europe includes all Member States of the European Union, Switzerland, Iceland, Norway and other countries that fall within the scope of the continent of Europe





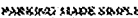
(iii) Trademark overview

Reference #	Mark With Image	Country	Status	Application #	Filing Date	Registration #	Registration Date	Next Due (Current)	Classes Combined
261274-391830	CELL PHONE DESIGN (w/green dotted line rectangle) 	CANADA	REGISTERED	1575446	27-4-2012	TMA890840	26-11-2014	11/26/2023 RENEWAL	38
261274-391833	CELL PHONE DESIGN (w/green dotted line rectangle) 	AUSTRALIA	REGISTERED	1369856	1-7-2010	1369856	1-7-2010	01/01/2020 EARLY RENEWAL 6 MO	36, 42
261274-391842	CELL PHONE DESIGN (w/green dotted line rectangle) 	NEW ZEALAND	REGISTERED	826599	1-7-2010	826599	5-1-2011	07/01/2020 RENEWAL	36, 42
261274-391845	CELL PHONE DESIGN (w/green dotted line rectangle) 	NEW ZEALAND	REGISTERED	825675	15-6-2010	825675	15-12-2010	06/15/2020 RENEWAL	36
261274-391853-AU	CELL PHONE DESIGN (w/green dotted line rectangle) 	AUSTRALIA	REGISTERED	1054558	15-6-2010	1054558	15-6-2010		36
261274-391885	CELL PHONE DESIGN (w/green dotted line rectangle) 	CANADA	REGISTERED	1374660	4-12-2007	TMA785992	24-12-2010	11/24/2025 RENEWAL	36

261274-391819	CELL PHONE DESIGN (w/lime green dotted line rectangle) 	UNITED STATES	REGISTERED	85/435,696	27-4-2012	4,390,467	27-8-2013	08/27/2022 SECT. 8/9 9TH YEAR	036
261274-391854-AU	CELL PHONE DESIGN (w/lime green dotted line rectangle) 	AUSTRALIA	REGISTERED	1105879	29-11-2011	1105879	29-11-2011	11/29/2021 - WIPO RENEWAL	36
261274-391808	DIGITAL PARKING 	UNITED STATES	REGISTERED	85/907,317	6-4-2010	3,963,345	17-5-2011	05/17/2020 SECT. 8/9 9TH YEAR	036, 042
261274-391826	DIGITAL PARKING 	CANADA	REGISTERED	1476924	14-4-2010	TR44796058	20-4-2011	04/20/2026 RENEWAL	36, 42
261274-431721	P & Circle Design (black & white) 	UNITED STATES	REGISTERED	87/892,273	4/25/18	5,717,683	4-2-2019	4/2/2024 - 2025 8/15 5TH -6TH YEAR	36, 39, 42
261274-433874-AU	P & Circle Design (black & white) 	AUSTRALIA	PENDING	1418457	4-6-2018			6/4/2018 - WIPO RENEWAL	36, 39, 42
261274-433874-MX	P & Circle Design (black & white) 	MEXICO	PENDING	1418457	4-6-2018			6/4/2021 - DESIGNING, Clr PELDESIGNX	36, 39, 42
261274-433874-NZ	P & Circle Design (black & white) 	NEW ZEALAND	PENDING	1418457	4-6-2018			6/4/2018 - WIPO RENEWAL	36, 39, 42
261274-433877	P & Circle Design (black & white) 	CANADA	PENDING	1954943	18-6-2018			12/18/2018 AMEND BASIS F/FILEING	36, 39, 42

261274-431719	P & Circle Design (dark green & white) 	UNITED STATES	REGISTERED	87/892,257	4/25/18	5,712,682	4-2-2019	4/2/2024-2025 8/15 5TH -6TH YEAR	36, 39, 42
261274-433873-AU	P & Circle Design (dark green & white) 	AUSTRALIA	PENDING	1421631	4-6-2018			6/4/2018 - WIPO RENEWAL	36, 39, 42
261274-433873-MX1	P & Circle Design (dark green & white) 	MEXICO	PENDING	1421631	4-6-2018			6/4/2018 - WIPO RENEWAL	36
261274-433873-MX2	P & Circle Design (dark green & white) 	MEXICO	PENDING	1421631	4-6-2018			6/4/2018 - WIPO RENEWAL	39
261274-433873-MX3	P & Circle Design (dark green & white) 	MEXICO	PENDING	1421631	4-6-2018			6/4/2018 - WIPO RENEWAL	42
261274-433873-NZ	P & Circle Design (dark green & white) 	NEW ZEALAND	PENDING	1421631	4-6-2018			6/4/2018 - WIPO RENEWAL	36, 39, 42
261274-433876	P & Circle Design (dark green & white) 	CANADA	PENDING	1904944	18-6-2018			6/4/2018 - WIPO RENEWAL	36, 39, 42
261274-391814	P & Design 	UNITED STATES	REGISTERED	85/637,594	29-5-2012	4,364,643	25-12-2012	12/25/2021 SECT. 8/9 9TH YEAR	036

261274-391822	P & Design	UNITED STATES	REGISTERED	85/234,493	4-2-2011	4,134,008	1-5-2012	05/01/2021 SECT. 8/9 9TH YEAR	036
									
261274-391844	P &	NEW ZEALAND	REGISTERED	822702	19-4-2010	822702	21-10-2010	04/19/2020 RENEWAL	36
									
261274-391848.AU	P & Design	AUSTRALIA	REGISTERED	1037867	15-9-2010	1037867	15-4-2010	4/12/2020 - MIPC RENEWAL	36
									
261274-418729	P & Design (Black & White)	AUSTRALIA	REGISTERED	1873966	18-9-2017	1873966	16-4-2018	05/18/2027 EARLY RENEWAL & MCO	36
									
261274-422962	P & Design (Black & White)	CANADA	PENDING	1875410	28-12-2017			01/31/2019 STATUS CHECK	36
									
261274-418870	P & whi	& UNITED STATES	REGISTERED	87/418,557	20-4-2017	5,339,179	23-11-2017	11/21/2022 SECT. 8/15 5TH YEAR	036
									
261274-414236	P & Design (dark green & white)	CANADA	PENDING	1854788	28-8-2017			01/31/2019 STATUS CHECK	036
									
261274-414237	P & Design (dark green & white)	AUSTRALIA	REGISTERED	1853979	22-6-2017	1853979	22-11-2017	12/22/2026 EARLY RENEWAL & MCO	036
									
261274-391823	P & Design (lime green & white)	UNITED STATES	REGISTERED	85/235,875	7-2-2011	4,124,078	10-4-2012	04/10/2021 SECT. 8/9 9TH YEAR	036
									
261274-391843	P & Design (lime green & white)	NEW ZEALAND	REGISTERED	822505	14-4-2010	822505	14-10-2010	12/08/2019 RENEWAL	36
									

261274-391850-AU	# & Design (lime green & white)	AUSTRALIA	REGISTERED	1041236	15-4-2010	1041236	15-4-2010	4/15/2020 - WIPO RENEWAL	36
									
261274-414626	P PARKMOBILE & Design (black & white)	UNITED STATES	REGISTERED	87/509,135	28-6-2017	5,329,867	7-11-2017	11/07/2022 SECT. 8/15 5TH YEAR	036
									
261274-412961	P PARKMOBILE & Design (black & white)	CANADA	PENDING	1875257	27-12-2017			04/11/2019 STATUS CHECK	036
									
261274-391838	P PAYING MADE SIMPLE & Design	UNITED STATES	REGISTERED	85/446,821	13-10-2011	4,218,669	2-10-2012	10/02/2021 SECT. 8/9 9TH YEAR	036, 042
									
261274-391816	PARK_SCAN.GG	UNITED STATES	REGISTERED	85/582,487	7-3-2012	4,918,367	15-3-2016	03/15/2021 SECT. 8/15 5TH YEAR	036
261274-391810	PARK_PHONE.GG	UNITED STATES	REGISTERED	77/964,338	21-3-2010	3,941,988	5-4-2011	04/05/2020 SECT. 8/9 9TH YEAR	036, 042
261274-391829	PARK_PHONE.GG	CANADA	REGISTERED	1475645	6-4-2010	TMA795140	8-4-2011	04/08/2020 RENEWAL	36, 42
261274-391837	PARK_PHONE.GG	AUSTRALIA	REGISTERED	1369851	1-7-2010	1369851	1-7-2010	01/01/2020 EARLY RENEWAL 6 MO	36, 42
261274-391839	PARK_PHONE.GG	NEW ZEALAND	REGISTERED	826569	1-7-2010	826569	5-1-2011	03/21/2020 RENEWAL	36, 42
261274-391812	PARKING MADE SIMPLE	UNITED STATES	REGISTERED	77/964,338	21-3-2010	3,941,988	5-4-2011	04/05/2020 SECT. 8/9 9TH YEAR	036, 042
									
261274-391828	PARKING MADE SIMPLE	CANADA	REGISTERED	1475646	6-4-2010	TMA862725	15-10-2013	10/16/2020 RENEWAL	36, 42

261274-391825	PARKMOBILE	UNITED STATES	REGISTERED	77384,882	4-12-2007	3,574,769	17-2-2009	01/17/2019 RENEWAL	036
261274-391834	PARKMOBILE	AUSTRALIA	REGISTERED	1369895	1-7-2010	1369895	1-7-2010	01/01/2020 EARLY RENEWAL 5 MO	36, 42
261274-391840	PARKMOBILE	NEW ZEALAND	REGISTERED	826938	1-7-2010	826938	1-7-2010	07/01/2020 RENEWAL	36, 42
261274-391846	PARKMOBILE	NEW ZEALAND	REGISTERED	825676	15-6-2010	825676	15-12-2010	06/15/2020 RENEWAL	36
261274-391851-AU	PARKMOBILE	AUSTRALIA	REGISTERED	1043477	15-6-2010	1043477	15-6-2010	6/15/2020 - WIPO RENEWAL	36
261274-391886	PARKMOBILE	CANADA	REGISTERED	1378661	4-12-2007	7MA786425	5-1-2011	01/05/2020 RENEWAL	36
261274-431718	PARKMOBILE	UNITED STATES	PUBLISHED	87/892,342	15-4-2018	5,717,681	4-2-2019	4/2/2024-2028 8/15 5TH-6TH YEAR	39, 42
261274-433870-AU	PARKMOBILE	AUSTRALIA	PENDING	1419382	4-6-2018			6/4/2028 - WIPO RENEWAL	39, 42
261274-433870-CO	PARKMOBILE	COLOMBIA	PENDING	1419382	4-6-2018			6/4/2028 - WIPO RENEWAL	39, 42
261274-433870-MX1	PARKMOBILE	MEXICO	PENDING	1419382	4-6-2018			6/4/2028 - WIPO RENEWAL	39
261274-433870-MX2	PARKMOBILE	MEXICO	PENDING	1419382	4-6-2018			6/4/2028 - WIPO RENEWAL	42
261274-433870-NZ	PARKMOBILE	NEW ZEALAND	PENDING	1419382	4-6-2018			6/4/2028 - WIPO RENEWAL	36, 42
261274-433875	PARKMOBILE	CANADA	PENDING	1904942	18-6-2018			11/18/2018 AMEND BASIS 1/FILING	39, 42