

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of the Entire Interest through Foreclosure Sale		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ocean II PLO LLC		03/17/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Neutron Holdings, Inc.		
Doing Business As:	Lime		
Street Address:	85 Second Street, Suite 100		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5425205	BOOSTED	
Registration Number:	5425204	BOOSTED	
Registration Number:	5396610	BOOSTED BOARDS	
Serial Number:	88274116	BOOSTED	
Registration Number:	5747113	BOOSTED MINI	
Serial Number:	88240224	OWN YOUR COMMUTE	
Registration Number:	5752816	STEALTH	
CORRESPONDENCE DATA			
Fax Number:	3125548015		
<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:	312 554-8000		
Email:	pb@pattishall.com		
Correspondent Name:	Phillip Barengolts		
Address Line 1:	200 South Wacker Drive, Suite 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	03509-1		

CH \$190.00 5425205

NAME OF SUBMITTER:	Phillip Barengolts
SIGNATURE:	/pb/
DATE SIGNED:	05/13/2020
Total Attachments: 12 source=REDACTED Foreclosure Sale Agreement#page1.tif source=REDACTED Foreclosure Sale Agreement#page2.tif source=REDACTED Foreclosure Sale Agreement#page3.tif source=REDACTED Foreclosure Sale Agreement#page4.tif source=REDACTED Foreclosure Sale Agreement#page5.tif source=REDACTED Foreclosure Sale Agreement#page6.tif source=REDACTED Foreclosure Sale Agreement#page7.tif source=REDACTED Foreclosure Sale Agreement#page8.tif source=REDACTED Foreclosure Sale Agreement#page9.tif source=REDACTED Foreclosure Sale Agreement#page10.tif source=REDACTED Foreclosure Sale Agreement#page11.tif source=REDACTED Foreclosure Sale Agreement#page12.tif	

FORECLOSURE SALE AGREEMENT

This Foreclosure Sale Agreement (the “**Agreement**”) is made and entered into as of March 17, 2020, by and among Ocean II PLO LLC, a California limited liability company (“**Secured Party**”), and Neutron Holdings, Inc. dba Lime, a Delaware corporation (“**Buyer**” and together with the Debtor, the “**Parties**” and individually, a “**Party**”).

RECITALS

A. Boosted, Inc., a Delaware corporation (“**Debtor**”) executed that certain Loan and Security Agreement dated as of May 6, 2019 with Secured Party and various lenders party thereto (“**Lenders**”), as such agreement has been amended from time to time (the “**Credit Agreement**”), under which, among other things, the Secured Party was granted a first priority continuing security interest for itself and for the benefit of Lenders in all assets of the Debtor (the “**Collateral**”).

B. On May 6, 2019, Secured Party perfected its security interest in the Collateral by filing a UCC-1 financing statement with the Delaware Secretary of State, bearing filing number 20193144743, as amended from time to time.

C. Debtor executed that certain Secured Note Purchase Agreement dated as of October 21, 2019 with Khosla Ventures (CF) IV, L.P., Khosla Ventures IV, L.P. and Activate Capital Partners, L.P. (collectively, the “**October Lenders**”), as such agreement has been amended from time to time (the “**October Loan**”).

D. Debtor executed that certain Secured Note Purchase Agreement dated as of February 13, 2020, with Khosla Ventures (CF) IV and L.P., Khosla Ventures IV, L.P. (collectively, the “**February Lenders**”), as such agreement has been amended from time to time (the “**February Loan**”).

E. On October 21, 2019, Secured Party, Lenders and October Lenders entered into that certain Intercreditor Agreement, as such agreement was amended and restated as of February 13, 2020 (the “**ICA**”), which establishes a priority of the security interests of Secured Party, the October Lenders and the February Lenders, and authorizes Secured Party to conduct a foreclosure sale of the Collateral.

F. On March 4, 2020, Secured Creditor Lender delivered by email, and on March 5, 2020, Secured Creditor deposited in overnight mail, a Notice of Disposition (the “**Notice of Sale**”) to the Debtor and all other persons in accordance with Section 9-611 of the California Uniform Commercial Code (the “**UCC**”). By the Notice of Sale, the Secured Creditor informed the Debtor and the other parties that the Secured Creditor would conduct a foreclosure sale for the Collateral pursuant to Article 9 of the UCC (the “**Foreclosure Sale**”). The Notice of Sale was also published in San Francisco Business Time and the Silicon Valley Business Journal on March 6, 2020.

G. On March 17, 2020, Secured Creditor conducted the Foreclosure Sale. Present at the Foreclosure Sale were the Lender, Buyer and other persons.

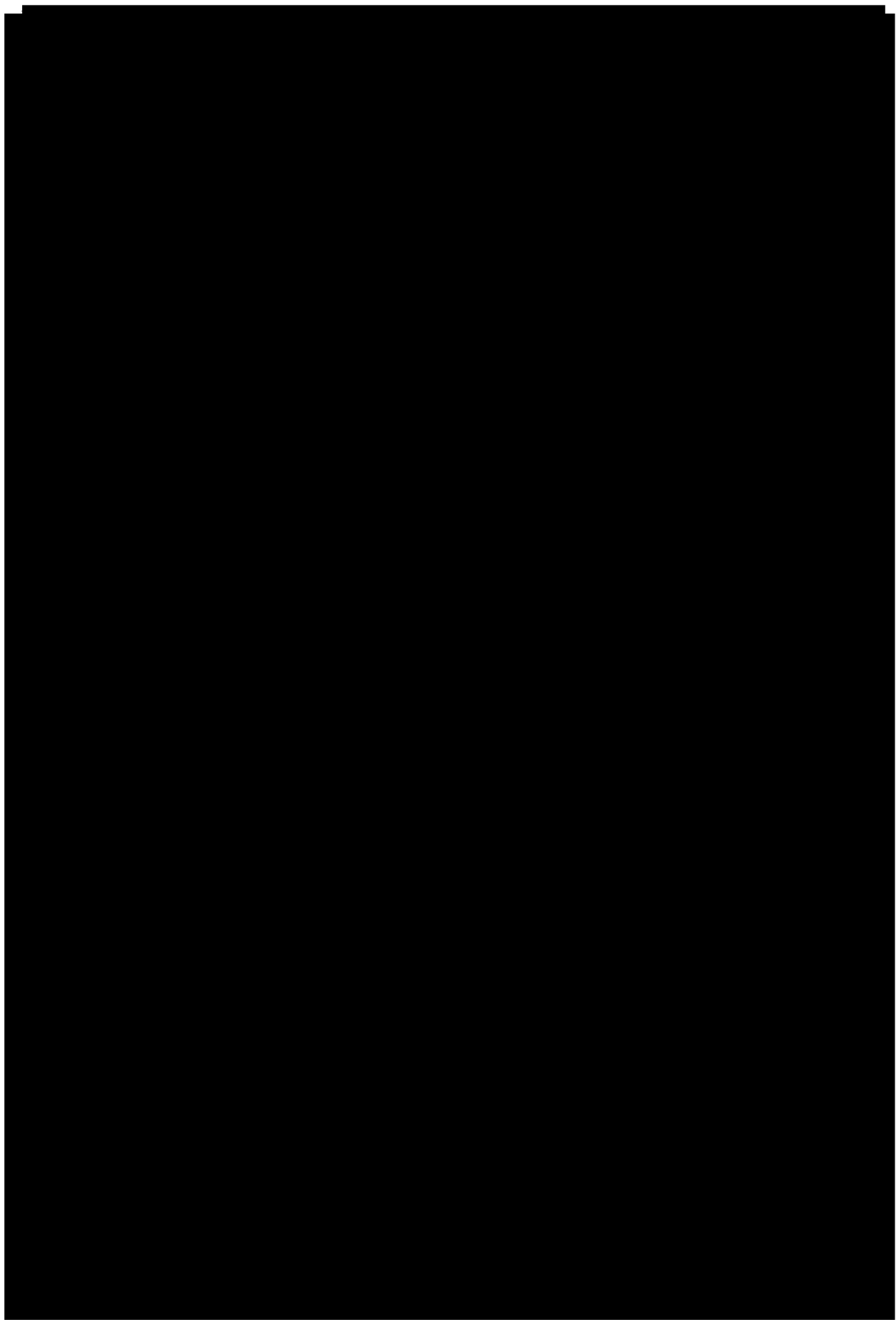
H. At the Foreclosure Sale, the Buyer submitted, and Secured Creditor accepted, a winning bid (the “**Winning Bid**”) in the form of 61,855,970 shares of Buyer’s common stock (the “**Winning Bid**”) for all the Collateral listed on Exhibit A, hereto (the “**Purchased Assets**”).

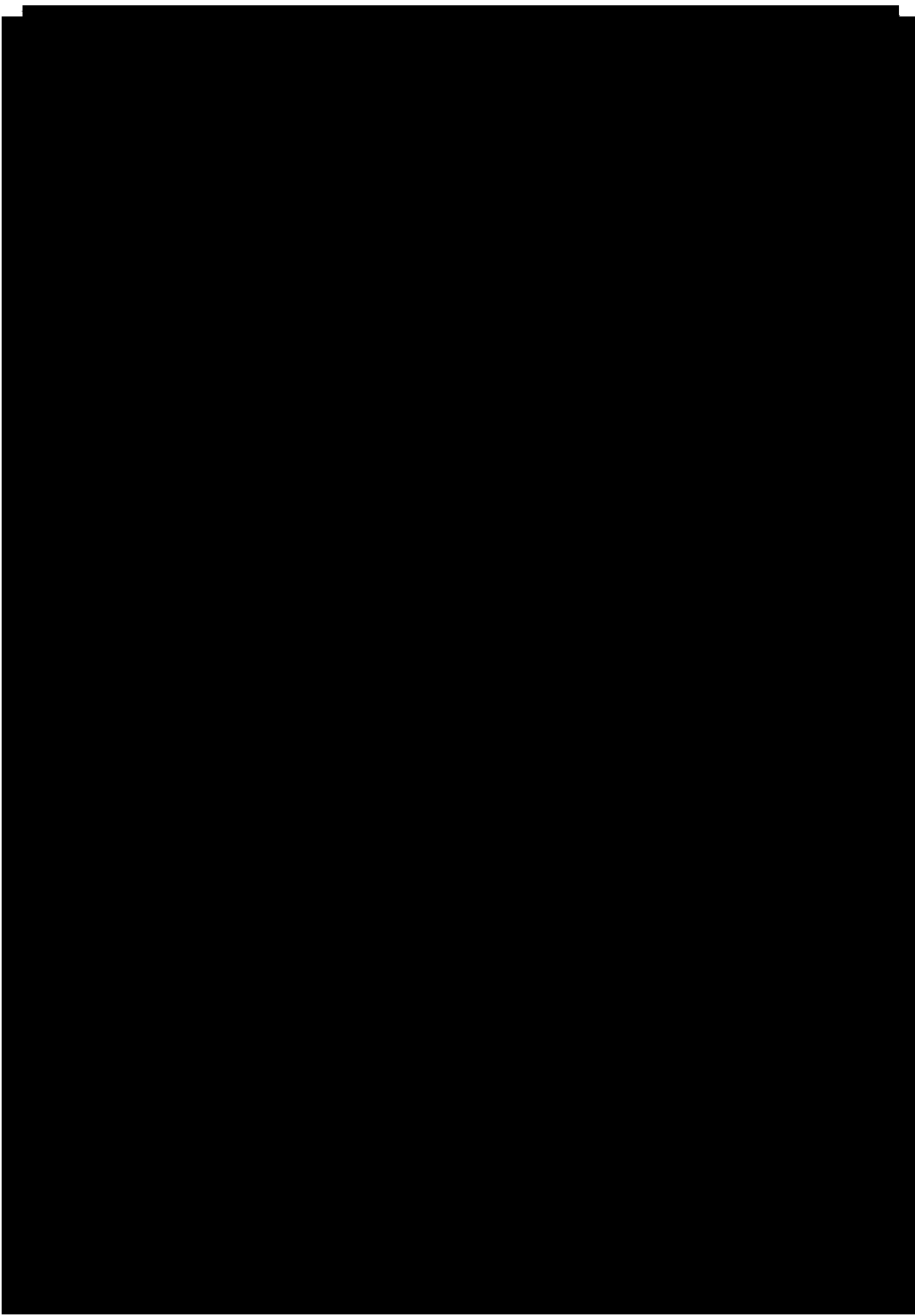
AGREEMENT

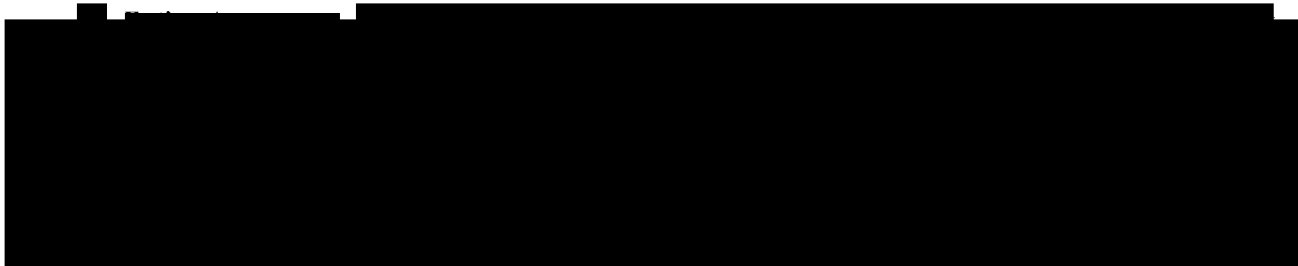
NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration as described herein, the Buyer and Secured Party agree as follows:

1. **Incorporation of Recitals.** All of the statements contained in the Recitals above are an integral part of this Agreement, are being relied upon by Buyer in purchasing, and Secured Party in selling, the Purchased Assets pursuant to this Agreement, and are hereby incorporated herein by reference.

2. **Purchase and Sale of Assets.** Secured Creditor sold to Buyer the Purchased Assets pursuant to the authority granted to Secured Creditor pursuant to Section 9611 of the UCC pursuant to a public disposition, pursuant to which in consideration of the Winning Bid, sold, transferred, assigned, conveyed and granted to Buyer all right, title and interest in and to the Purchased Assets, free and clear of all liens, claims or encumbrances, including without limitation, pursuant to Section 9-611 of the UCC, the perfected security interests of Secured Party, the October Lenders and the February Lenders. [REDACTED]








IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of March 17, 2020.

Buyer:

Neutron Holdings, Inc.

DocuSigned by:



By: Zhoujia Bao

Title: Chief Executive Officer

Secured Party:

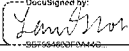
Ocean II PLO, LLC,

a California limited liability company

By: Structural Capital Management Company II, LP,

a Delaware limited partnership

its Manager

By: 

Name: Lawrence Gross

Title: General Partner

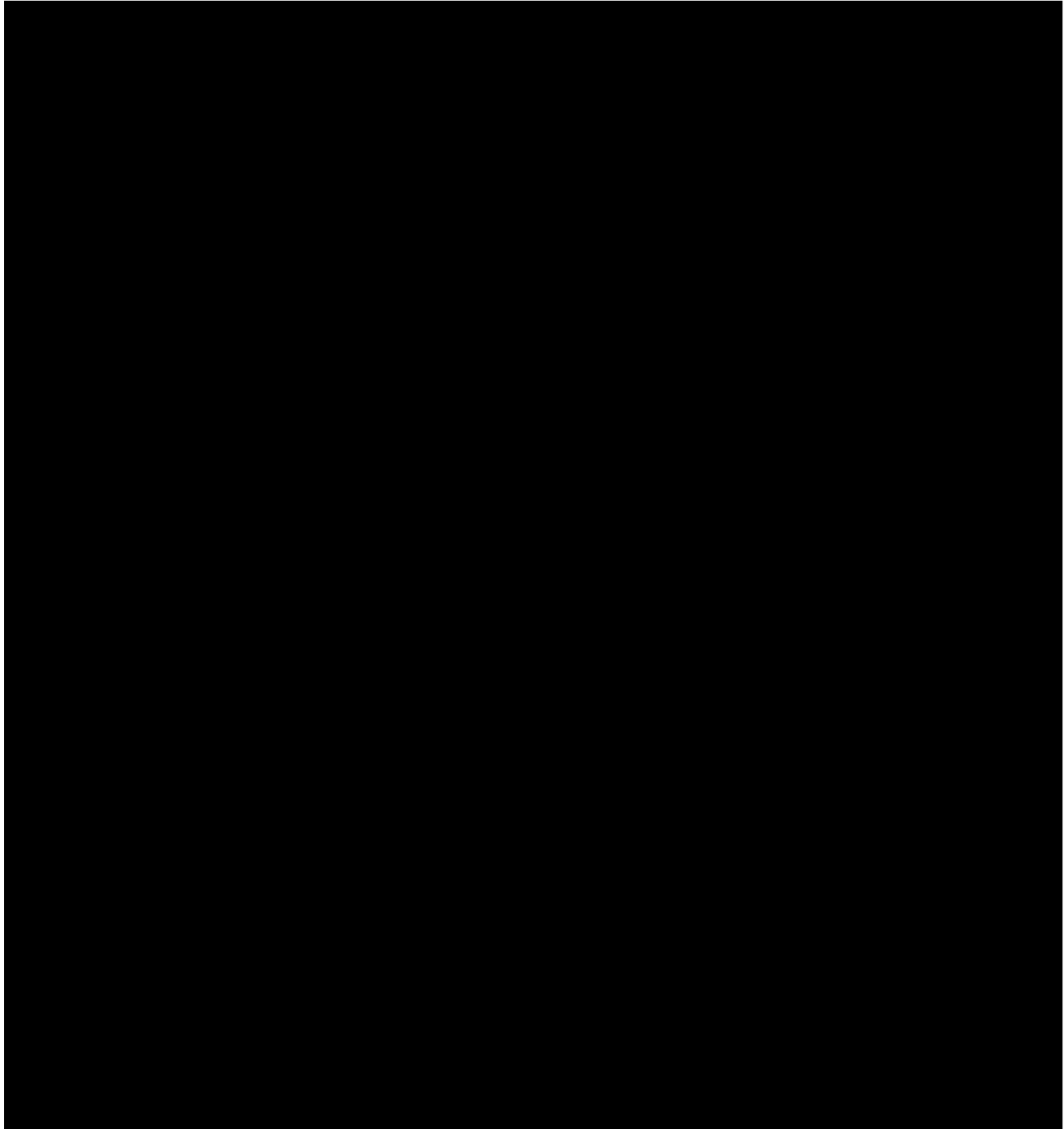
Exhibit A
Purchased Assets

The term “**Purchased Assets**” is defined on Exhibit A to the Bill of Sale attached as Exhibit B to this Agreement.

**Exhibit B
Bill of Sale**

Pursuant to § 9610 of the California Uniform Commercial Code and all other applicable law, and for the consideration provided under the Winning Bid (as defined below), the receipt of which is hereby acknowledged, Ocean II PLO LLC, a California limited partnership ("**Secured Party**") does hereby sell, transfer and deliver to Neutron Holdings, Inc., a Delaware corporation ("**Buyer**"), all of the right, title and interest of Boosted, Inc., a Delaware corporation ("**Debtor**"), in and to certain items of Debtor's personal property, which are more particularly described in Exhibit "A" attached to this Bill of Sale, wherever located. Said assets shall hereinafter be referred to as the "**Purchased Assets**." This Bill of Sale is being executed and delivered in furtherance of that certain Foreclosure Sale Agreement dated as of March 17, 2020, between Secured Party and Buyer (the "**FSA**").

The sale transfers to Buyer all of Debtor's right, title and interest in and to the Purchased Assets free and clear of any and all security interests of Secured Party and any security interests or liens subordinate thereto.



All aspects of this Bill of Sale, including construction, validity and performance of this Bill of Sale, shall be governed by, and construed and enforced in accordance with, the laws of the State of California as provided in the FSA.

Buyer:

Neutron Holdings, Inc.

By: Zhoujia Bao
Title: Chief Executive Officer

Secured Party:

Ocean II PLO, LLC,
a California limited liability company

By: Structural Capital Management Company II, LP,
a Delaware limited partnership
its Manager

By: _____
Name: Lawrence Gross
Title: General Partner

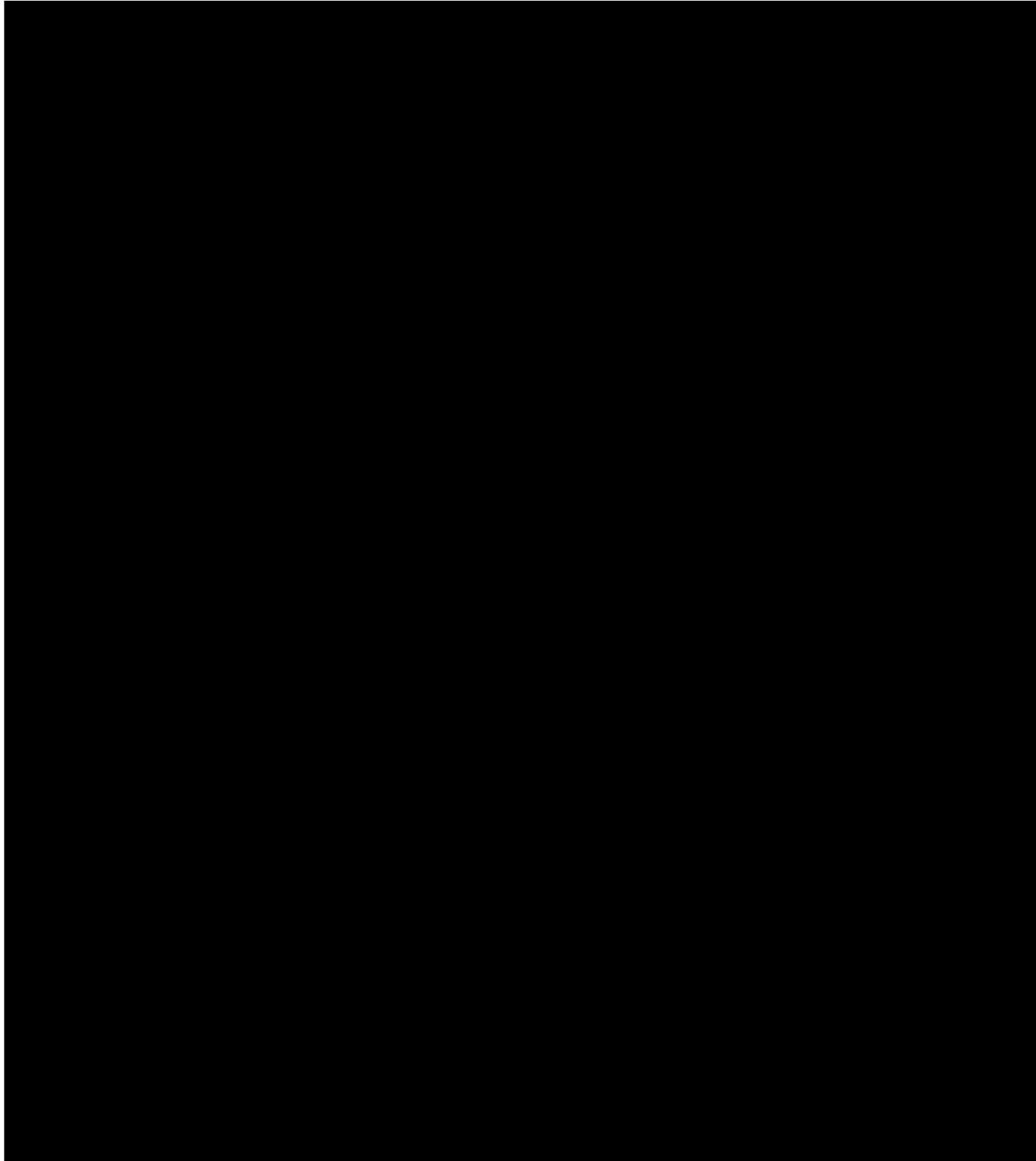
[Signature page to Bill of Sale]

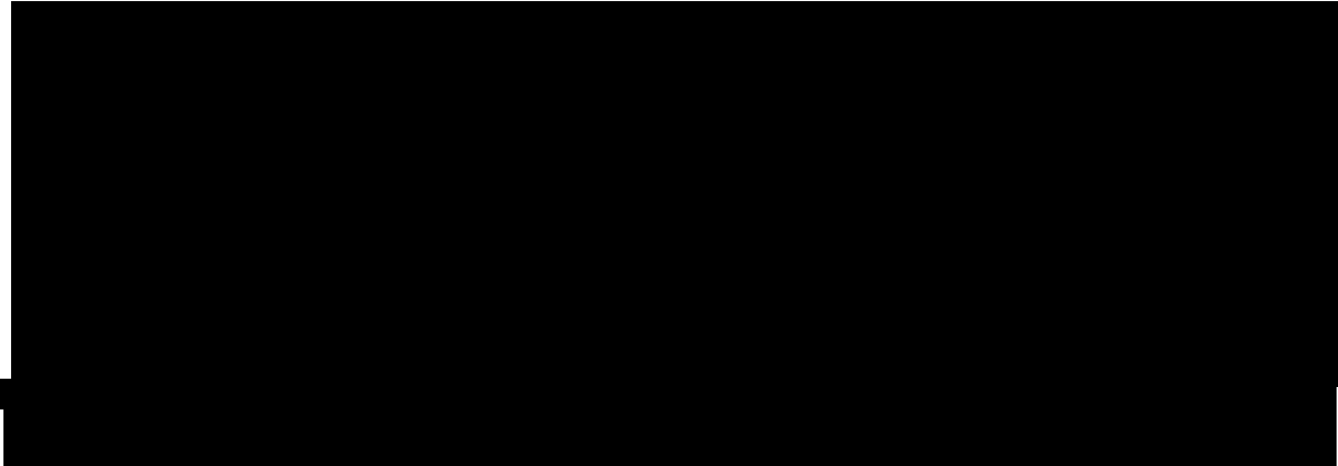
**Exhibit A
To
Bill of Sale**

The term "**Purchased Assets**" means all right, title and interest of Debtor in and to the following items of personal property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached:

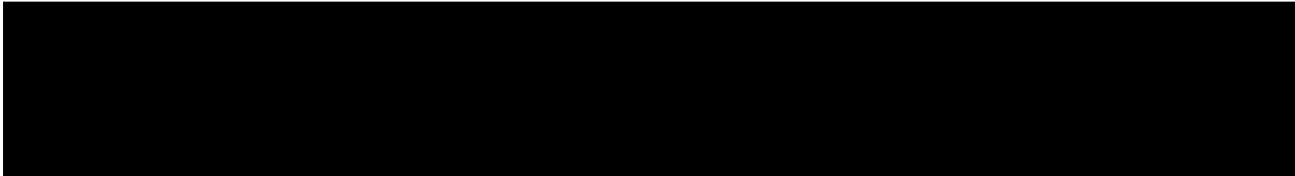


- (c) all General Intangibles, including Intellectual Property and Commercial Tort Claims;
- (d) all other Goods and personal property of Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located;

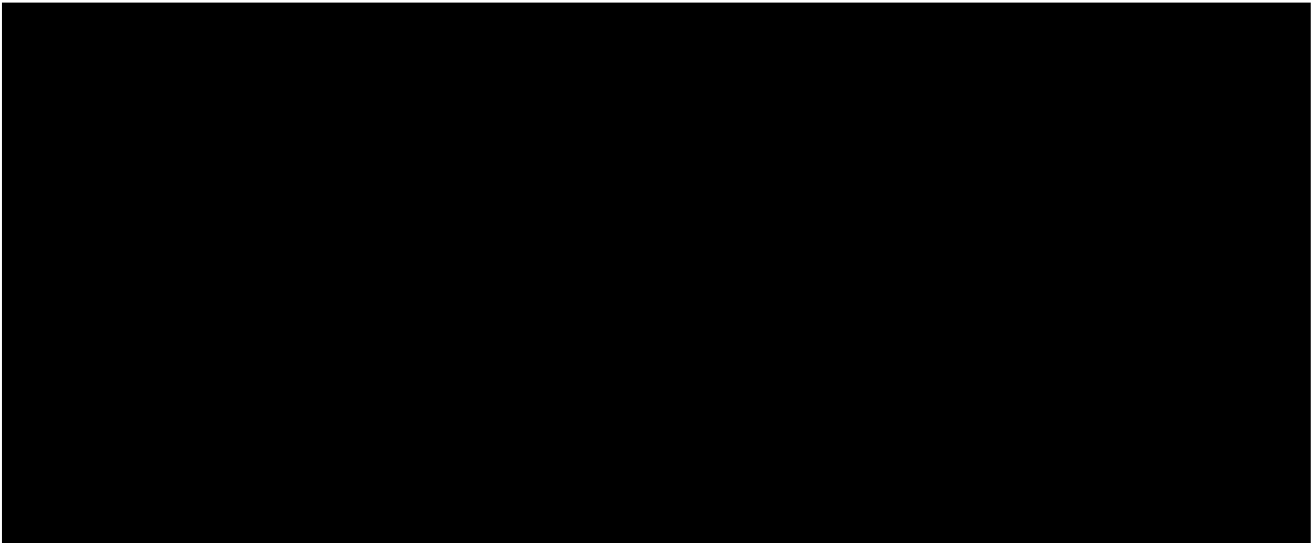




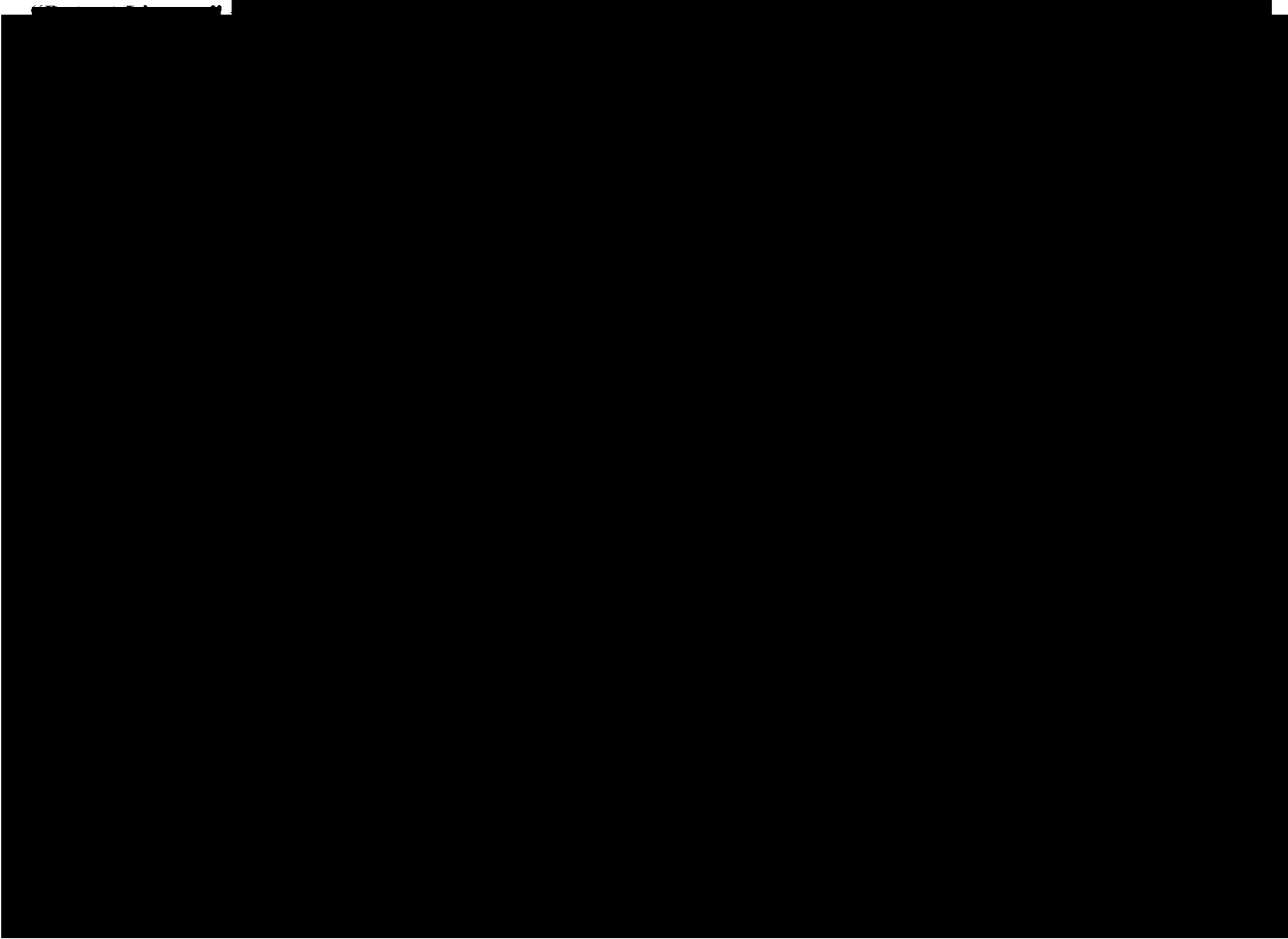
“General Intangibles” means any “general intangibles,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and, in any event, shall include, without limitation, all right, title and interest that Debtor may now or hereafter have in or under any contract, all customer lists, Copyrights, Patents and all applications therefor and reissues, extensions, or renewals thereof, other rights to Intellectual Property, interests in partnerships, joint ventures and other business associations, Licenses, permits, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records, goodwill, and rights to sue for past, present and future infringement of Copyrights and Patents, but excluding any Excluded Property.



“Intellectual Property” means all Debtor’s Copyrights, Patents, Licenses, trade secrets, source codes, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, skill, expertise, experience, processes, models, drawings, materials, records and goodwill associated with the foregoing, in each case, in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached, but excluding any Excluded Property.



“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached and any renewals or extensions thereof.



“Trademark License” means any written agreement granting any right to use any Trademark or Trademark registration in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached.

“Trademarks” means all of the following property in existence and owned by Debtor as of the date of the Bill of Sale to which this Exhibit is attached: (a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Seller’s lien on any of the Transferred Assets is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.

Exhibit A

U.S. AND NON U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Application and/or Registration Number	Application or Registration Date	Country
BOOSTED	5,425,205	March 13, 2018	USA
BOOSTED	5,425,204	March 13, 2018	USA
BOOSTED BOARDS	5,396,610	February 6, 2018	USA
BOOSTED	88/274,116	January 24, 2019	USA
BOOSTED MINI	87/853,555 5,747,113	March 28, 2018 May 7, 2019	USA
OWN YOUR COMMUTE	88/240,224	December 22, 2018	USA
STEALTH	87/853,551 5,752,816	March 28, 2018 May 14, 2019	USA
BOOSTED	1865196	January 1, 2018	Australia
BOOSTED	016848553	October 6, 2017	European Community
BOOSTED	304810879	January 23, 2019	Hong Kong
BOOSTED	1073564	October 30, 2018	New Zealand