

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARRIVE MOBILITY INC.		04/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	237 Park Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5877186	BEST P	
Registration Number:	5693778	BESTPARKING	
Registration Number:	5877185	BESTPARKING.COM	
Registration Number:	4950355	FIND YOUR HAPPY SPACE	
Registration Number:	5167696	P	
Registration Number:	4279645	PARKWHIZ	
Registration Number:	5017231	PARKWHIZ	
Serial Number:	88111237	ARRIVE	
Serial Number:	88111257	ARRIVE MOBILITY	
Serial Number:	88158576	ARRIVE NETWORK	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		

CH \$265.00 5877186

ATTORNEY DOCKET NUMBER:	13312-710
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	05/03/2021

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of April 30, 2021 by and between ARRIVE MOBILITY INC., a Delaware corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A. (the "Lender"), on behalf of the Lender and the other Secured Parties.

BACKGROUND

FlashParking, Inc., a Delaware corporation (the "Borrower"), and the Lender have entered into a Second Amended and Restated Credit Agreement dated as of April 26, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

In connection with the Credit Agreement, the Grantor executed and delivered to the Lender (i) that certain Joinder Agreement, dated as of the date hereof, pursuant to which the Grantor has become a party to the Credit Agreement and has guaranteed the Secured Obligations (as defined in the Credit Agreement), and (ii) that certain Security Agreement Supplement, dated as of the date hereof, pursuant to which the Grantor has become a party to that certain Amended and Restated Pledge and Security Agreement dated as of the date of the Credit Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender, on behalf of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement.

The Grantor is entering into this Agreement in order to induce the Lender to continue to extend credit to Borrower under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article IX of the Credit Agreement.

ACCORDINGLY, the Grantor and the Lender, on behalf of the Secured Parties, hereby agree as follows:

ARTICLE I DEFINITIONS; OTHER TERMS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in UCC. Capitalized terms used herein which are defined in the UCC and which are not otherwise defined in this Agreement are used herein as defined in the UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined elsewhere herein, the following terms shall have the following meanings:

"Collateral" has the meaning assigned to it by Section 2.1 hereof.

"Copyrights" means all of the Grantor's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

“Excluded Property” has the meaning assigned to it in the Security Agreement.

“Licenses” means all of the Grantor’s right, title, and interest in and to the following: (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

“Patents” means all of the Grantor’s right, title, and interest in and to the following: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

“Trademarks” means all of the Grantor’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

“UCC” means the Uniform Commercial Code, as in effect from time to time, of the State of Texas or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Lender’s Lien on any Collateral.

ARTICLE II GRANT OF SECURITY INTEREST

2.1 Grant of Security Interest. The Grantor hereby pledges, assigns and grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations:

- (a) all Copyrights, including, without limitation, those listed on Exhibit A hereto;
- (b) all Trademarks, including, without limitation, those listed on Exhibit B hereto;
- (c) all Licenses, including, without limitation, those listed on Exhibit C hereto;
- (d) all Patents, including, without limitation, those listed on Exhibit D hereto; and

(e) all accessions to, substitutions for and replacements, proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and Grantor shall not be deemed to have granted a security interest in, any Excluded Property for so long as such property constitutes Excluded Property; provided, that if and when any of the exclusions in the definition of Excluded Property cease to apply to such property, such property will automatically cease to be Excluded Property and will be deemed at all times from and after such date to constitute Collateral.

2.2 Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Lien granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Lien on the Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control; provided, however, a more expansive or explanatory term or provision shall not be deemed a conflict.

ARTICLE III MISCELLANEOUS

3.1 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantor, the Lender, the other Secured Parties and their respective successors and permitted assigns, except that Grantor shall not have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Lender. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Lender, for the benefit of the Lender and the other Secured Parties, hereunder.

3.2 Survival of Representations. All representations and warranties of the Grantor contained in this Agreement shall survive the execution and delivery of this Agreement.

3.3 Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.4 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantor and the Lender relating to the Collateral and supersedes all prior agreements and understandings between the Grantor and the Lender relating to the Collateral.

3.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

3.6 CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[The Remainder Of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTOR:

ARRIVE MOBILITY INC.

By: Sharon McCollum
Name: Sharon McCollum
Title: Corporate Secretary

LENDER:

JPMORGAN CHASE BANK, N.A.

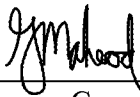


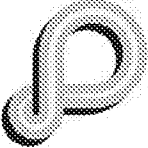
By: 
Name: Grace Mahood
Title: Authorized Signatory

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Reg. Date</u>
Arrive Mobility Inc.	ARRIVE	88111237	Pending
Arrive Mobility Inc.	ARRIVE MOBILITY	88111257	Pending
Arrive Mobility Inc.	ARRIVE NETWORK	88158576	Pending
Arrive Mobility Inc.	BEST P and Design 	5877186	10/8/19
Arrive Mobility Inc.	BESTPARKING	5693778	3/9/18
Arrive Mobility Inc.	BESTPARKING.COM and Design 	5877185	3/9/18
Arrive Mobility Inc.	FIND YOUR HAPPY SPACE	4950355	5/3/16
Arrive Mobility Inc.	P and Design 	5167696	3/21/17
Arrive Mobility Inc.	PARKWHIZ	4279645	1/22/13
Arrive Mobility Inc.	PARKWHIZ	5017231	8/9/16

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Reg. Date</u>
Arrive Mobility Inc.	ARRIVE	88111237	Pending
Arrive Mobility Inc.	ARRIVE MOBILITY	88111257	Pending

<u>Grantor</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>Reg. Date</u>
Arrive Mobility Inc.	ARRIVE NETWORK	88158576	Pending

EXHIBIT C

LICENSES

None.

EXHIBIT D

PATENTS AND PATENT APPLICATIONS

None.