

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Escalate Capital Partners SBIC III, LP		06/15/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Arrive Mobility Inc.		
<b>Street Address:</b>	208 S. Jefferson Street		
<b>Internal Address:</b>	Suite 403		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87827706	BESTPARKING.COM	
<b>Serial Number:</b>	87827584	BESTPARKING	
<b>Serial Number:</b>	87827941	BEST P	
<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>	2142207716		
<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>	2146617347		
<b>Email:</b>	sbertino@velaw.com		
<b>TRADEMARK</b>			

OP \$315.00 87827706

**Correspondent Name:** Shannon Bertino  
**Address Line 1:** 2001 Ross Avenue, Suite 3900  
**Address Line 2:** c/o Vinson & Elkins L.L.P.  
**Address Line 4:** Dallas, TEXAS 75201

**NAME OF SUBMITTER:** Shannon Bertino

**SIGNATURE:** /Shannon Bertino/

**DATE SIGNED:** 06/15/2021

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of June 15, 2021 (“Release”), is made by **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership (“Lender”), in favor of **ARRIVE MOBILITY INC.** (f/k/a ParkWhiz, Inc.), a Delaware corporation (“Grantor”) with its principal place of business located at 208 S. Jefferson St., Suite 403, Chicago, Illinois 60661.

**WHEREAS**, pursuant to that certain (i) Amended and Restated Loan and Security Agreement dated April 9, 2020, by and between Lender and Grantor (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”), which amended and restated that certain Loan and Security Agreement dated as of April 9, 2018, (ii) Intellectual Property Security Agreement dated as of April 9, 2018 by and between Lender and Grantor (the “Initial IP Agreement”), and (iii) Reaffirmation of and Supplement to Intellectual Property Security Agreement dated as of April 9, 2020 (the “Supplemental IP Agreement”, together with the Initial IP Agreement, the “IP Agreements” and together with the Loan Agreement, the “Loan Documents”), Grantor granted and conveyed to Lender a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Intellectual Property;

**WHEREAS**, the Initial IP Agreement was recorded with the US Patent and Trademark Office (“USPTO”) on April 12, 2018 at Reel No. 6312, Frame No. 0169, for the trademarks listed on Schedule A attached hereto.

**WHEREAS**, the Supplemental IP Agreement was recorded with the USPTO on April 10, 2020 at Reel No. 6913, Frame No. 0424, for the supplemental trademarks listed on Schedule B attached hereto.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

**SECTION 2. Termination and Release.** Lender, without representation, warranty, or recourse, hereby:

(a) terminates the IP Agreements and terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and liens on and security interests in and to the entire right, title, and interest of Grantor in and to all of Grantor’s Intellectual Property listed on Schedules A and B attached hereto, granted pursuant to the Loan Documents;

(b) re-assigns, grants and re-conveys to the Grantor any and all of the right, title, and interest of Grantor that may have been acquired in and to all of Grantor’s Intellectual Property listed on Schedules A and B, including all such right, title, and interest that Lender would retain following the release set forth in Section 2(a) above; and

(c) authorizes the recordation of this Release with the USPTO, at Grantor’s expense.


**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

**SECTION 4. Electronic Signatures.** This Release may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.


**ESCALATE CAPITAL PARTNERS  
SBIC III, LP**

By:   
Name: Simon James  
Title: Manager

Address:  
6300 Bridgepoint Parkway  
Building 1, Suite 480  
Austin, Texas 78730

SCHEDULE A

**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BESTPARKING.COM	87/827706	3/9/2018
BESTPARKING	87/827584	3/9/2018
BEST P	87/827941	3/9/2018
 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

SCHEDULE B

**SUPPLEMENTAL TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Arrive	88111237	9/10/2018
Arrive Mobility	88111257	9/10/2018
Arrive Network	88158576	11/11/2018