

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lyft, Inc.		07/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Woven Planet North America, Inc.		
Street Address:	4440 El Camino Real		
City:	Los Altos		
State/Country:	CALIFORNIA		
Postal Code:	94022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87872490	5	
CORRESPONDENCE DATA			
Fax Number:	6196992701		
<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:	6196992723		
Email:	amanda.modesto@dlapiper.com		
Correspondent Name:	Susan N. Acquista, Esq.		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	431835-000005		
NAME OF SUBMITTER:	Susan N. Acquista, Esq.		
SIGNATURE:	/Susan Acquista/		
DATE SIGNED:	07/20/2021		
Total Attachments: 5			
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TRADEMARK TRANSFER AGREEMENT

This TRADEMARK TRANSFER AGREEMENT (this “**Assignment**”) is made and entered into as of July 13, 2021 (the “**Effective Date**”) by and between Lyft, Inc., a Delaware corporation (“**Assignor**”), and Woven Planet North America, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used in this Assignment but not defined herein will have the meanings given to them in the Purchase Agreement (defined below).

WHEREAS, pursuant to that certain Master Purchase Agreement (as amended, the “**Purchase Agreement**”), dated April 26, 2021 between Assignor and Woven Planet Holdings, Inc., Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor’s right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to (i) the Trademarks listed on Schedule A hereto, (ii) any and all rights of priority and protection of interests in such Trademarks listed on Schedule A, including rights of priority and protection under any international conventions, treaties or agreements, (iii) all goodwill associated with or symbolized by such Trademarks, (all of (i)-(iii) collectively, the “**Assigned Trademarks**”), and (iv) rights to sue for, to assert claims against and seek remedies against any past, present or future violation, infringement or misappropriation of such Trademarks and all rights to retain any and all damages, awards, attorneys’ fees and other amounts therefrom.

2. Recordation. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee’s reasonable request Assignor shall, without further consideration, use commercially reasonable efforts to execute and deliver any instruments of transfer and take such other action as Assignee may reasonably request in order to carry out the provisions of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Assignment, express or implied, is intended to or shall confer on any person other than the parties hereto and their respective permitted successors or assigns any rights (including third party beneficiary rights), remedies, obligations or liabilities under or by reason of this Assignment.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located within the District of Delaware, in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby and thereby.

8. Dispute Resolution. The dispute resolution procedures set forth in Sections 10.5 and 10.6 of the Purchase Agreement shall apply with respect to any disputes arising out of or in connection with the subject matter of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

LYFT, INC.

By: DocuSigned by:
Kristin Sverchek

Name: Kristin Sverchek

Title: General Counsel

Acknowledged and Accepted:

ASSIGNEE:

WOVEN PLANET NORTH AMERICA, INC.

By:

Name: George Kellerman

Title: Vice President & Secretary

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

LYFT, INC.

By:

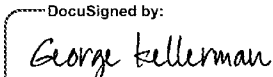
Name:

Title:

Acknowledged and Accepted:

ASSIGNEE:

WOVEN PLANET NORTH AMERICA, INC.


By: 

Name: George Kellerman

Title: Interim Vice President & Secretary

SCHEDULE A TO TRADEMARK TRANSFER AGREEMENT

Registered / Applied for Trademarks:

Mark	Filing Date	Application No.	Registration No.	Jurisdiction	Owner of Record
	April 11, 2018	87872490	-	USA	Lyft, Inc.

Common Law Trademarks:

LEVEL 5