

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zipcar, Inc.		09/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avis Mobility Ventures LLC		
Street Address:	6 Sylvan Way		
City:	Parisippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6357835	FLEXCAR	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	404-589-3403		
Email:	trademarks@bakerdonelson.com, srussell@bakerdonelson.com, mtorres@bakerdonelson.com		
Correspondent Name:	Baker, Donelson, Bearman, Caldwell		
Address Line 1:	3414 Peachtree Road NE		
Address Line 2:	Monarch Plaza, Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Susan A. Russell		
SIGNATURE:	/Susan A. Russell/		
DATE SIGNED:	11/30/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) is made, entered into, and executed on September 1, 2021 (the “Effective Date”) between Zipcar, Inc., a Delaware corporation (the “Assignor”) and Avis Mobility Ventures LLC, a Delaware limited liability company (the “Assignee”), each a “Party” and collectively the “Parties”.

WITNESSETH

WHEREAS, the Assignor is the owner of Assigned Intellectual Property as defined herein and as listed in Schedules A and B of the Assignment; and

WHEREAS, the Parties desire to enter into the Assignment to effect the transfer of all right, title, and interest in and to the Assigned Intellectual Property to the Assignee.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Intellectual Property.

1.1 “Intellectual Property” means any and all intellectual property rights of any kind or nature in any jurisdiction throughout the world, including all: (i) trademarks, service marks, names, logos, symbols, trade dress and other similar designations of source or origin, including all goodwill connected with the use of and symbolized by the foregoing, and all applications and registrations thereof; (ii) copyrights and copyrightable subject matter including published and unpublished works of authorship, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how, including customer lists, forms and types of financial, business, scientific, technical, or economic ideas, inventions, proprietary processes, formulae, models, and methodologies; (iv) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof; (v) websites and internet domain name registrations; (vi) other intellectual property and related proprietary rights, interests and protections; and (vii) all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing.

1.2 “Assigned Intellectual Property” means any and all Intellectual Property owned or purported to be owned by Assignor and held exclusively for use in that certain Flexcar business.

2. Further Documentation and Actions. To the Assignor’s knowledge, the Assigned Intellectual Property, as listed in Schedules A and B, is comprehensive and complete; provided however, that if the Assignor and/or Assignee later determine that there is additional Intellectual Property existing on and/or before the Effective Date that should have been included in the Assignment, the Parties agree to execute such other and further documents and instruments as may be reasonably necessary to implement the provisions of the Assignment, including agreed upon amendments, supplements, schedules, and exhibits to the Assignment and to assign the additional Intellectual Property to the Assignor. The Assignor further hereby agrees to execute and deliver to the Assignee any further documents and instruments in the Assignor’s possession, and to do any and all further reasonable acts that are deemed necessary by the Assignee to vest in the Assignee all right, title, and interest in and to the Assigned Intellectual Property, and to enable such right, title, and interest to be recorded in the in the United States Patent and Trademark Office, United States Copyright Office or any other appropriate governmental or private authority, agency, or registry of the United States and throughout the world.

3. Counterpart: Electronic Signature. The Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together will constitute the one and the same Assignment. The execution of the Assignment by any of the Parties may be evidenced by way of a facsimile or electronic mail transmission of such Party's signature, or a photocopy of such transmission, and such electronic signature shall be deemed to constitute the original signature of such Party hereto.

4. Transfer and Assignment. The Assignor hereby transfers and assigns to the Assignee all right, title, and interest in and to the Assigned Intellectual Property on a worldwide basis, together with the goodwill associated with its Assigned Intellectual Property, along with the right to recover for damages and profits and other remedies for any past, present or future infringements of the Assigned Intellectual Property. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States and any other official of any applicable governmental authority to record this Agreement and to issue any and all registrations from any and all applications for registration to and in the name of the Assignee.

5. Miscellaneous. The Assignee may freely assign the Assignment to its successors and assigns, including, without limitation, a successor through merger or acquisition, name change, consolidation, or otherwise without limitation, and any such assignment will be binding upon the Assignor. No failure of either Party to exercise or enforce any of its rights under the Assignment will act as a waiver of such or any other rights. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of the Assignment will continue in full force and effect. Headings of particular Sections are inserted only for convenience and are not to be used to define, limit or construe the scope of any term or provision of the Assignment. Should any provision of the Assignment require judicial interpretation, the Parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of the Assignment shall be more strictly construed against one Party than against another Party. The Assignment represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other written or oral agreements heretofore made by or on behalf of the Assignee or the Assignor with respect to the subject matter hereof.


6. Certain Acknowledgments. Notwithstanding anything to the contrary provided herein, the Assignor acknowledges and agrees that nothing in this Agreement shall limit the obligations under the "Technology" section of the Joint Venture Agreement to provide the Shared IP pursuant to a separate Technology Agreement, as such term is used in the Joint Venture Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed the Assignment as of the Effective Date.

ASSIGNOR:

ZIPCAR, INC

By:  _____

Name: Brian Choi _____

Title: CFO _____

ASSIGNEE:

AVIS MOBILITY VENTURES LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed the Assignment as of the Effective Date.

ASSIGNOR:

ZIPCAR, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

AVIS MOBILITY VENTURES LLC

By:  _____

Name: VIKRAM SINGH

Title: CEO