

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC, as Agent		12/20/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SUPERPEDESTRIAN, INC.
<b>Street Address:</b>	84 Hamilton Street
<b>City:</b>	Cambridge
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02139
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	LINK YOUR CITY, INC.
<b>Street Address:</b>	84 Hamilton Street
<b>City:</b>	Cambridge
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02139
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	ZAGSTER ACQUISITION COMPANY, LLC
<b>Street Address:</b>	84 Hamilton Street
<b>City:</b>	Cambridge
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02139
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	5177015	SUPERPEDESTRIAN
<b>Registration Number:</b>	5259261	S
<b>Registration Number:</b>	5166158	S
<b>Registration Number:</b>	5326720	COPENHAGEN WHEEL
<b>Registration Number:</b>	4291020	ZAGSTER

## CORRESPONDENCE DATA

TRADEMARK

900666199

REEL: 007544 FRAME: 0563

CH \$140.00 5177015

**Fax Number:** 2125305219  
*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.*  
**Phone:** 2125305878  
**Email:** dcip@milbank.com, jgarces@milbank.com  
**Correspondent Name:** John Garces, Esq.  
**Address Line 1:** 55 Hudson Yards  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** New York, NEW YORK 10001-2163

**ATTORNEY DOCKET NUMBER:** 32643.00050

**NAME OF SUBMITTER:** John Garces

**SIGNATURE:** /John Garces/

**DATE SIGNED:** 12/29/2021

**Total Attachments: 9**

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**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This Termination and Release of Intellectual Property Security Agreements (this “Termination”), dated as of December 20, 2021, is executed by **ALTER DOMUS (US) LLC**, (“Agent”), in favor of **SUPERPEDESTRIAN, INC.**, a Delaware corporation, and **LINK YOUR CITY, INC.**, a Delaware corporation and **ZAGSTER ACQUISITION COMPANY, LLC**, a Delaware limited liability company (each of the foregoing, individually and collectively, “Grantor”). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreements (defined below), as applicable.

RECITALS

A. Pursuant to (i) that certain Pledge and Security Agreement, dated as of December 28, 2020 (the “Pledge and Security Agreement”), executed by the Grantors in favor of Agent, (ii) that certain Grant of a Security Interest - Trademarks, entered into as of December 28, 2020 (the “Trademark Security Agreement”), executed by the Grantors in favor of Agent, (iii) that certain Grant of a Security Interest – Copyrights, entered into as of December 28, 2020 (the “Copyright Security Agreement”), executed by the Grantors in favor of Agent, and (iv) that certain Grant of a Security Interest – Patents, entered into as of December 28, 2020 (the “Patent Security Agreement” and, together with the Pledge and Security Agreement, the Trademark Security Agreement, and the Copyright Security Agreement, the “Security Agreements”), executed by the Grantors in favor of Agent Grantors granted to Agent a security interest in the IP Collateral (defined below).

B. The (i) Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on April 8, 2021 at Reel Number 007250 and Frame Number 0169, and (ii) the Patent Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office Agent’s security interest recorded at the U.S. Patent and Trademark Office on April 8, 2021 at Reel Number 055867 and Frame Number 0531, in each case, to evidence the security interest granted under the applicable Security Agreement.

C. Agent agrees to terminate and release its security interest in the IP Collateral specified below and authorizes Grantor to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

(a) Agent expressly terminates and releases all of Agent’s right, title and interest in pursuant to the Security Agreements, to and under the following (collectively, the “IP Collateral”):

(i) all right, title and interest of the Grantors in, to and under the Copyrights (as defined in the Pledge and Security Agreement) and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(iv) all right, title and interest of the Grantors in, to and under the Patents (as defined in the Pledge and Security Agreement) and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(v) all right, title and interest of the Grantors in, to and under the Trademarks, (as defined in the Pledge and Security Agreement) together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(vi) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(vii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(viii) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(ix) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

(b) Agent represents and warrants that it has the full power and authority to execute this Termination.

(c) Agent authorizes Grantor to authorize and request the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

ALTER DOMUS (US) LLC



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Name: Matthew Trybula  
Title: Associate Counsel

*[Signature Page to Termination and Release of Intellectual Property Security Agreements]*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>File No.</u>	<u>Status</u>	<u>Patent/Design Registration / Application No.</u>	<u>Grant/ Application Date</u>
Superpedestrian, Inc.	USA	MODULAR SYSTEMS PACKAGE FOR AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C08	Issued	9636992	May 2, 2017
Superpedestrian, Inc.	USA	SYSTEMS, METHODS AND DEVICES FOR THE PHYSICAL REHABILITATION USING AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C16	Issued	9636993	May 2, 2017
Superpedestrian, Inc.	USA	DATA COLLECTION AND AGGREGATION WITH AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C04	Issued	9669699	June 6, 2017
Superpedestrian, Inc.	USA	SYSTEMS AND METHODS FOR PHYSICAL FITNESS USING AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C15	Issued	9669700	June 6, 2017
Superpedestrian, Inc.	USA	TORQUE ARM	SUPE-0008-D03	Issued	D791023	July 4, 2017
Superpedestrian, Inc.	USA	USER INTERFACE FOR AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C02	Issued	9701190	July 11, 2017
Superpedestrian, Inc.	USA	SAFETY FEATURES FOR AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C13	Issued	9738151	August 22, 2017
Superpedestrian, Inc.	USA	OPERATION OF AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C01	Issued	9815363	November 14, 2017

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>File No.</u>	<u>Status</u>	<u>Patent/Design Registration / Application No.</u>	<u>Grant/ Application Date</u>
Superpedestrian, Inc.	USA	MANAGEMENT OF A FLEET OF ELECTRICALLY MOTORIZED VEHICLES	SUPE-0007-U02-C06	Issued	9878608	January 30, 2018
Superpedestrian, Inc.	USA	TORQUE ARM ASSEMBLY FOR A MOTORIZED WHEEL	SUPE-0009-U02	Issued	9884548	February 6, 2018
Superpedestrian, Inc.	USA	USER INTERFACE FOR MOTORIZED WHEEL	SUPE-0008-D04	Issued	D810650	February 20, 2018
Superpedestrian, Inc.	USA	SYSTEMS, METHODS AND DEVICES FOR TRAVERSING ELEVATION CHANGES USING ELECTRICALLY MOTORIZED VEHICLES	SUPE-0007-U02-C12	Issued	9902252	February 27, 2018
Superpedestrian, Inc.	USA	MULTI SPEED MOTORIZED WHEEL HUB	SUPE-0008-D02	Issued	D813778	March 27, 2018
Superpedestrian, Inc.	USA	MODE SELECTION OF AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C07	Issued	9931924	April 3, 2018
Superpedestrian, Inc.	USA	DEVICES FOR SUPPORTING ACCESSORY DEVICES ON AN ELECTRICALLY MOTORIZED VEHICLE	SUPE-0007-U02-C17	Issued	9937783	April 10, 2018
Superpedestrian, Inc.	USA	ELECTRICALLY MOTORIZED WHEEL	SUPE-0007-U02-C11	Issued	9944167	April 17, 2018
Superpedestrian, Inc.	USA	DEVICES AND METHODS OF THERMAL MANAGEMENT FOR A MOTORIZED WHEEL	SUPE-0009-U01	Issued	10005317	June 26, 2018
Superpedestrian, Inc.	USA	SINGLE SPEED MOTORIZED WHEEL HUB	SUPE-0008-D01	Issued	D830264	October 9, 2018
Superpedestrian, Inc.	USA	USER INTERFACE FOR AN ELECTRICALLY	SUPE-0007-U02-C18	Issued	10106026	October 23, 2018



<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>File No.</u>	<u>Status</u>	<u>Patent/Design Registration / Application No.</u>	<u>Grant/ Application Date</u>
		MOTORIZED VEHICLE				
Superpedestrian, Inc.	USA	SYSTEMS, METHODS, AND DEVICES FOR ASSESSMENT OF AN OPERATOR OF AN ELECTRICALLY MOTORIZED VEHICLE	SUPE- 0007- U02-C09	Issued	10166856	January 1, 2019
Superpedestrian, Inc.	USA	SYSTEMS AND METHODS FOR DIAGNOSTICS AND RESPONSE OF AN ELECTRICALLY MOTORIZED VEHICLE	SUPE- 0007-U02	Issued	10259311	April 16, 2019
Superpedestrian, Inc.	USA	DEVICES AND METHODS FOR CONNECTING A SPOKE TO A HUB	SUPE- 0009-U05	Issued	10308065	June 28, 2019
Superpedestrian, Inc.	USA	SYSTEMS AND METHODS FOR UTILIZING GEOGRAPHIC POSITIONING DATA FOR OPERATION OF AN ELECTRICALLY MOTORIZED VEHICLE	SUPE- 0007- U02-C10	Issued	10543741	January 28, 2020
Superpedestrian, Inc.	USA	SECURITY FOR AN ELECTRICALLY MOTORIZED VEHICLE	SUPE- 0007- U02-C10- C01	Pending	16/713,180	December 13, 2019
Superpedestrian, Inc.	USA	SYSTEMS FOR THE AGGREGATION OF DATA WITH AN ELECTRICALLY MOTORIZED VEHICLE	SUPE- 0007- U02-C10- C02	Pending	16/713,201	December 13, 2019

EXHIBIT C

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Trademark / App. No.</u>	<u>App Date</u>	<u>Reg. Date</u>
Superpedestrian, Inc.	USA	“Superpedestrian”	5177015 86/630201	May 14, 2015	April 4, 2017
Superpedestrian, Inc.	USA	S logo – Class 9 (software)	5259261 87/139488	August 16, 2016	August 8, 2017
Superpedestrian, Inc.	USA	S logo – Class 12 (bikes)	5166158 87/139471	August 16, 2016	March 21, 2017
Superpedestrian, Inc.	USA	“Copenhagen Wheel” – Class 12 (bike)	5326720 87/139469	August 16, 2016	November 7, 2017
Zagster Acquisition Company, LLC	USA	“Zagster”	4291020 85/487720	December 6, 2011	February 19, 2013

EXHIBIT D

Mask Works

None.