

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MapQuest, Inc.		09/19/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MapQuest Holdings LLC		
Street Address:	4235 Redwood Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90066		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5413267	M	
Registration Number:	5418658	M	
Registration Number:	5418659	M	
Registration Number:	5014523	MAP QUEST	
Registration Number:	5014524	MAP QUEST	
Registration Number:	2129378	MAPQUEST	
Registration Number:	2145962	MAPQUEST	
Registration Number:	2500767	MAPQUEST	
Registration Number:	4941340	MAPQUEST	
Registration Number:	2523222	MAPQUEST	
Registration Number:	2496784	MAPQUEST.COM	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana		
Address Line 1:	P.O. Box 2608		
Address Line 4:	Seattle, WASHINGTON 98111		

OP \$290.00 5413267

ATTORNEY DOCKET NUMBER:	134790-4000
NAME OF SUBMITTER:	Stefan B Blum
SIGNATURE:	/Stefan B. Blum/
DATE SIGNED:	02/14/2022

Total Attachments: 11

source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page1.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page2.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page3.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page4.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page5.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page6.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page7.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page8.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page9.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page10.tif
source=MapQuest Omnibus IP Assignment Agreement (Executed) (002)#page11.tif

GENERAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This General Intellectual Property Assignment Agreement (this “Assignment Agreement”), is made and entered into as of September 19, 2019 (“Effective Date”) by and between MapQuest, Inc., a Delaware corporation (“Assignor”), and MapQuest Holdings LLC, a Delaware limited liability company (“Assignee”). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 19, 2019 (such agreement, as it may be amended from time to time, the “Purchase Agreement”), pursuant to which Assignor agreed to irrevocably sell, transfer, convey, assign and deliver, to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor all of Assignor’s right, title and interest in and to all of the Acquired Assets.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignor confirms having sold, conveyed, assigned, transferred, and delivered under the Purchase Agreement, and hereby sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns, and Assignee confirms having purchased and acquired under the Purchase Agreement and hereby purchases and acquires from Assignor, all of Assignor’s right, title, and interest in, to, and under the Business IP (as defined in the Purchase Agreement), including the assets set forth on Exhibit A hereto, and all (a) goodwill associated with any of the Trademarks included in the Business IP and (b) all claims, rights, causes of action, suits, judgments and demands of any nature that relate to, or otherwise arise out of, the Business IP.

2. For no additional consideration, Assignor agrees to execute and deliver (and to the extent relevant cause its Affiliates (as defined in the Purchase Agreement) to execute and deliver) at any future date any additional documents that Assignee reasonably determines are required or desirable to perfect Assignee’s ownership of or title to the Business IP, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis. With respect to any domain names included in the Business IP, including those set forth on Exhibit A hereto, Assignor shall, for no additional consideration, take all steps as may be reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for the assigned domain names, including (a) executing applicable domain name registrar transfer agreements or (b) arranging for the domain names to be unlocked in preparation for its transfer to Assignee, and providing Assignee with the domain authorization code and any other authorization code that Assignee will need to initiate the transfer of the domain names to Assignee.

3. The parties hereto have participated jointly in the negotiation and drafting of this Assignment Agreement. In the event an ambiguity or question of intent or interpretation arises, this Assignment Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment Agreement. The Exhibit A referred to herein shall be construed with, and as an integral part of, this Assignment Agreement to the same extent as if they were set forth verbatim herein.

4. This Assignment Agreement may be amended, supplemented or modified only by an instrument in writing signed by each of the parties hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

5. This Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS ASSIGNMENT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF NEW YORK IN EACH CASE LOCATED IN THE CITY OF NEW YORK, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

6. This Assignment Agreement and any other documents, agreements and instruments to be delivered in connection herewith or therewith may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. To the extent any term, condition, or provision of this Assignment Agreement is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

8. This Assignment Agreement, the Purchase Agreement and the Ancillary Agreements constitute the entire agreement between the parties hereto with respect to the subject matter of this Assignment Agreement and supersede all other prior agreements and understandings both written and oral between the parties with respect to the subject matter of this Assignment Agreement.

9. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns, in accordance with the terms of this Assignment Agreement.

10. If any provision of this Assignment Agreement is deemed or held to be illegal, invalid or unenforceable under any present or future Law, this Assignment Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable under such Law, and in all other respects this Assignment Agreement shall remain in full force and effect; provided, however, that if any provision of this Assignment Agreement is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision that is legal, valid and enforceable. Further, should any provision contained in this Assignment Agreement ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties hereto

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this General Intellectual Property Assignment Agreement effective as of the date first above written.

ASSIGNOR:

MAPQUEST, INC.

By: 

Name: *Carl Weather J. Bertlett*

Title: *Authorized Representative*

ASSIGNEE:

MAPQUEST HOLDINGS LLC

By: 

Name: Tridivesh Kidambi

Title: Chief Financial Officer

[Signature Page to General IP Assignment Agreement]

TRADEMARK
REEL: 007633 FRAME: 0682

Trademarks

Exhibit A

COUNTRY	MARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	OWNER	CLASSES
Argentina	MAPQUEST	Registered	3011152	4/13/99	2445821	6/13/11	Mapquest.com, Inc.	9
Argentina	MAPQUEST	Registered	3011154	4/13/99	2445822	6/13/11	Mapquest.com, Inc.	39
Argentina	MAPQUEST	Registered	3011155	4/13/99	2445823	6/13/11	Mapquest.com, Inc.	42
Australia	MAPQUEST	Registered	1138589	9/29/06	1138589	1/19/09	Oath Inc.	9,16,35, 38,39,42
Australia	MAPQUEST	Registered	793155	5/5/99	793155	3/14/01	Mapquest.com, Inc.	9,16,35, 39,42
Australia	MAPQUEST.COM	Registered	1138588	9/29/06	1138588	1/19/09	Oath Inc.	9,16,35, 38,39,42
Australia	MAPQUEST.COM	Registered	793156	5/5/99	793156	1/8/01	Mapquest.com, Inc.	9,16,35, 39,42
Australia	QUEST	Registered	971384	9/22/03	971384	5/4/04	Oath Inc.	9
Brazil	MAPQUEST	Registered	821541994	4/8/99	821541994	10/22/02	MapQuest, Inc.	9
Brazil	MAPQUEST	Registered	821541935	4/8/99	821541935	10/22/02	MapQuest, Inc.	16
Brazil	MAPQUEST	Registered	821541951	4/8/99	821541951	6/14/05	MapQuest, Inc.	35
Brazil	MAPQUEST	Registered	821541986	4/8/99	821541986	6/7/05	MapQuest, Inc.	41
Brazil	MAPQUEST.COM	Registered	821541927	4/8/99	821541927	10/22/02	MapQuest, Inc.	9
Brazil	MAPQUEST.COM	Registered	821541943	4/8/99	821541943	10/22/02	MapQuest, Inc.	16

COUNTRY	MARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	OWNER	CLASSES
Brazil	MAPQUEST.COM	Registered	821541960	4/8/99	821541960	6/14/05	MapQuest, Inc.	35
Brazil	MAPQUEST.COM	Registered	821541978	4/8/99	821541978	6/7/05	MapQuest, Inc.	41
Canada	MAPQUEST	Registered	1,011,733	4/9/99	TMA586287	7/31/03	MapQuest, Inc.	9,16,35, 39,42
Canada	MAPQUEST.COM	Registered	1,011,735	4/9/99	TMA586286	7/31/03	MapQuest, Inc.	9,16,35, 39,42
Canada	MQ	Registered	1,476,621	4/12/10	TMA875561	4/11/14	MapQuest, Inc.	9,35,39,42
Canada	QUEST	Registered	1,191,411	9/22/03	TMA704270	1/9/08	AOL Inc.	00
Chile	MAPQUEST	Registered	891001	7/23/99	875086	2/10/00	MapQuest, Inc.	35, 42
Chile	MAPQUEST	Registered	890556	7/23/99	875094	2/10/00	MapQuest, Inc.	9, 16
Chile	MAPQUEST.COM	Registered	890555	6/15/99	875095	1/5/00	MapQuest, Inc.	9, 16
China	MAPQUEST	Registered	6489858	1/2/08	6489858	2/14/12	MapQuest, Inc.	39
China	MAPQUEST	Registered	6489859	1/2/08	6489859	2/14/12	MapQuest, Inc.	41
China	MAPQUEST	Registered	6489860	1/2/08	6489860	2/21/12	MapQuest, Inc.	42
European Union	MAPQUEST	Registered	001130947	4/7/99	001130947	1/18/02	MapQuest, Inc.	9,16,35, 39,42
European Union	MAPQUEST.COM	Registered	001130137	4/7/99	001130137	7/18/02	MapQuest, Inc.	9,16,35, 39,42
European Union	MQ	Registered	009026519	4/14/10	009026519	9/28/10	MapQuest, Inc.	9,35,39,42
European Union	QUEST	Registered	003364361	9/22/03	003364361	4/21/05	Oath Inc.	9

COUNTRY	MARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	OWNER	CLASSES
France	MAPQUEST	Registered	99784723	4/6/99	99784723	12/24/99	MapQuest, Inc.	9,16,39,42
France	MAPQUEST.COM	Registered	99784724	4/6/99	99784724	3/3/00	MapQuest, Inc.	9,16,39,42
Germany	MAPQUEST	Registered	399199225	4/7/99	39919922	8/3/99	MapQuest, Inc.	9,16,38,39,42
Germany	MAPQUEST.COM	Registered	399199233	4/7/99	39919923	3/15/01	MapQuest, Inc.	9,16,38,39,42
Hong Kong	MAPQUEST	Registered	300984592	10/31/07	300984592	5/14/08	MapQuest, Inc.	9,35,39,42
India	MAPQUEST	Registered	1636469	12/31/07	869486	3/31/10	MapQuest, Inc.	9
India	MAPQUEST	Registered	1636470	12/31/07	869537	3/31/10	MapQuest, Inc.	35
India	MAPQUEST	Registered	1636471	12/31/07	869508	3/31/10	MapQuest, Inc.	39
India	MAPQUEST	Registered	1636472	12/31/07	869029	3/31/10	MapQuest, Inc.	41
India	MAPQUEST	Registered	1636473	12/31/07	926499	2/7/11	MapQuest, Inc.	42
Japan	MAPQUEST	Registered	H11-031190	4/7/99	4470362	4/27/01	MapQuest, Inc.	16,35,39,42
Japan	MAPQUEST.COM	Registered	H11-031189	4/7/99	4461787	3/23/01	MapQuest, Inc.	16,35,39,42
Mexico	MAPQUEST	Registered	371670	4/16/99	629515	10/26/99	Mapquest, Inc.	9
Mexico	MAPQUEST	Registered	371659	4/16/99	629510	10/26/99	Mapquest.com, Inc.	16
Mexico	MAPQUEST	Registered	371661	4/16/99	629512	10/26/99	Mapquest, Inc.	35
Mexico	MAPQUEST	Registered	371658	4/16/99	629509	10/26/99	Mapquest, Inc.	42
Mexico	MAPQUEST.COM	Registered	371657	4/16/99	629508	10/26/99	Mapquest, Inc.	9
Mexico	MAPQUEST.COM	Registered	371660	4/16/99	629511	10/26/99	Mapquest.com, Inc.	16

COUNTRY	MARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	OWNER	CLASSES
Mexico	MAPQUEST.COM	Registered	371662	4/16/99	629513	10/26/99	Mapquest, Inc.	35
Mexico	MAPQUEST.COM	Registered	371663	4/16/99	629514	10/26/99	Mapquest, Inc.	42
New Zealand	MAPQUEST	Registered	307604	4/8/99	307604	11/9/00	MapQuest, Inc.	9
New Zealand	MAPQUEST	Registered	307605	4/8/99	307605	11/9/00	MapQuest, Inc.	16
New Zealand	MAPQUEST	Registered	307606	4/8/99	307606	11/9/00	MapQuest, Inc.	35
New Zealand	MAPQUEST	Registered	316791	9/23/99	316791	11/9/00	MapQuest, Inc.	39
New Zealand	MAPQUEST	Registered	307607	4/8/99	307607	12/7/00	MapQuest, Inc.	42
New Zealand	MAPQUEST.COM	Registered	307600	4/8/99	307600	11/9/00	MapQuest, Inc.	9
New Zealand	MAPQUEST.COM	Registered	307602	4/8/99	307602	11/9/00	MapQuest, Inc.	35
New Zealand	MAPQUEST.COM	Registered	316792	9/23/99	316792	11/9/00	MapQuest, Inc.	39
New Zealand	MAPQUEST.COM	Registered	307603	4/8/99	307603	12/7/00	MapQuest, Inc.	42
New Zealand	QUEST	Registered	701916	9/22/03	701916	7/5/04	Oath Inc.	9
Norway	MAPQUEST	Registered	199903469	4/9/99	205746	11/22/00	Mapquest.com, Inc.	9,16,35,42
Norway	MAPQUEST.COM	Registered	199903470	4/9/99	205582	11/16/00	Mapquest.com, Inc.	9,16,35,42
OAPI	MAPQUEST	Registered	3200701586	8/17/07	57402	2/29/08	MapQuest, Inc.	9
Russian Federation	MAPQUEST	Registered	2007734460	11/7/07	368694	12/26/08	MapQuest, Inc.	9,35,39,41,42
Singapore	MAPQUEST	Registered	T1101168B	1/31/11	T1101168B	6/29/12	MapQuest, Inc.	39, 42

COUNTRY	MARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	OWNER	CLASSES
Spain	MAPQUEST	Registered	M2918768	9/2/99	M2918768	7/20/00	MapQuest, Inc.	9,16,35,42
Spain	MAPQUEST.COM	Registered	M2918769	9/2/99	M2918769	7/20/00	MapQuest, Inc.	9,16,35,42
Switzerland	MAPQUEST	Registered	02970/1999	4/6/99	P469779	2/23/00	Mapquest.com, Inc.	9,16,35,38,42
Switzerland	MAPQUEST.COM	Registered	05921/1999	7/5/99	P475018	8/10/00	Mapquest.com, Inc.	9,16,35,38,42
Taiwan R.O.C.	MAPQUEST	Registered	096051541	11/1/07	01363406	5/16/09	MapQuest, Inc.	9,35,39,41,42
United Kingdom	MAPQUEST	Registered	UK00002193931	4/7/99	2193931	3/10/00	Mapquest.com, Inc.	9,16,35,39,42
United Kingdom	MAPQUEST.COM	Registered	UK00002193930	4/7/99	2193930	3/10/00	Mapquest.com, Inc.	9,16,35,39,42
United States	M (Stylized)	Registered	86/755,673	9/14/15	5,413,267	2/27/18	MapQuest, Inc.	9
United States	M (Stylized)	Registered	86/755,679	9/14/15	5,418,658	3/6/18	MapQuest, Inc.	35
United States	M (Stylized)	Registered	86/755,682	9/14/15	5,418,659	3/6/18	MapQuest, Inc.	39
United States	M Map Design	Registered	86/110,743	11/5/13	4,522,036	4/29/14	MapQuest, Inc.	9
United States	MAP QUEST (and Plane Design)	Registered	86/755,688	9/14/15	5,014,523	8/2/16	MapQuest, Inc.	35
United States	MAP QUEST (and Plane Design)	Registered	86/755,689	9/14/15	5,014,524	8/2/16	MapQuest, Inc.	39
United States	MAPKIN	Registered	85/783,294	11/19/12	4,506,828	4/1/14	MapQuest, Inc.	9
United States	MAPQUEST	Registered	75/051,983	2/1/96	2,129,378	1/13/98	MapQuest, Inc.	42

COUNTRY	MARK	STATUS	APP. NO.	APP. DATE	REG. NO.	REG. DATE	OWNER	CLASSES
United States	MAPQUEST	Registered	75/189,056	10/24/96	2,145,962	3/24/98	MapQuest, Inc.	42
United States	MAPQUEST	Registered	75/697,177	5/4/99	2,500,767	10/23/01	MapQuest, Inc.	9,25,35,39,41,42
United States	MAPQUEST (and Design)	Registered	86/755,668	9/14/15	4,941,340	4/19/16	MapQuest, Inc.	39
United States	MAPQUEST (Stylized)	Registered	75/784,994	8/26/99	2,523,222	12/25/01	MapQuest, Inc.	9,35,39,41,42
United States	MAPQUEST DISCOVER	Registered	85/705,751	8/16/12	4,408,368	9/24/13	MapQuest, Inc.	45
United States	MAPQUEST.COM	Registered	75/671,705	3/31/99	2,496,784	10/9/01	MapQuest, Inc.	35,39,41,42
United States	MQ	Registered	85/010,657	4/9/10	3,888,181	12/7/10	MapQuest, Inc.	9
United States	MQ	Registered	85/010,662	4/9/10	3,888,182	12/7/10	MapQuest, Inc.	35
United States	MQ	Registered	85/010,668	4/9/10	3,888,183	12/7/10	MapQuest, Inc.	39
United States	MQ (Stylized)	Registered	85/010,677	4/9/10	3,888,185	12/7/10	MapQuest, Inc.	9
United States	MQ (Stylized)	Registered	85/010,684	4/9/10	3,888,186	12/7/10	MapQuest, Inc.	35
United States	MQ (Stylized)	Registered	85/010,726	4/9/10	3,888,187	12/7/10	MapQuest, Inc.	39
United States	SOCIALRADAR	Registered	85/895,812	4/4/13	4,635,187	11/11/14	MapQuest, Inc.	9
United States	SonicRadar Logo (Design Only)	Registered	85/895,814	4/4/13	4,432,472	11/12/13	MapQuest, Inc.	9

TRADEMARK