

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Limo Anywhere, LLC		06/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Limo Anywhere Software LLC		
Street Address:	540 Devall Drive, Suite 301		
City:	Auburn		
State/Country:	ALABAMA		
Postal Code:	36832		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4015731	LIMO ANYWHERE	
Registration Number:	4196704	DRIVERANYWHERE	
Registration Number:	5582341	DRIVENANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<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:	336-721-3747		
Email:	Trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	104722.121.3		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randel S. Springer/		
DATE SIGNED:	06/17/2022		
Total Attachments: 12			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of June 16, 2022, is made by and between Limo Anywhere Software LLC, a Delaware limited liability company (“Assignee”), and Limo Anywhere, LLC, a Delaware limited liability company (“Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee (as Buyer thereunder), Assignor (as Seller thereunder), and the sole equityholder of Seller (the “Purchase Agreement”).

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, assign and deliver all of such Assignor’s right, title and interest in, to and under any and all Transferred Intellectual Property, to the Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and subject to and in accordance with the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee all Intellectual Property and Intellectual Property Rights of Assignor, including, without limitation, its entire right, title and interest throughout the world in and to the Transferred Intellectual Property (including, without limitation, the Transferred Intellectual Property set forth on Schedule 1 hereto), together with the goodwill of the business symbolized by the Transferred Intellectual Property therein, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Recordation. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred Intellectual Property, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. No Assignment of Excluded Assets. Assignee acknowledges and agrees that the Assignor is not assigning or selling, and the Assignee is not purchasing, any of the Assignor’s right, title, or interest in or to any of the Excluded Assets, all of which will remain the sole and exclusive property of Assignor after the Closing.

4. Effective Time. This Agreement shall be deemed to be effective between the parties as of the Closing.

5. Further Assurances. From time to time after the date hereof, Assignor will execute and deliver, or arrange for the execution and delivery of, any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, instruments of conveyance and transfer, or other instruments or documents and take or arrange for such other actions as may reasonably be requested by Assignee to effect, evidence, perfect or complete more effectively any of the transactions provided for in this Agreement.

6. Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement, and all of the terms and conditions of the Purchase Agreement are hereby incorporated herein by this reference. Nothing contained in this Agreement shall be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the parties hereto under, the Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the parties hereto than those contemplated in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

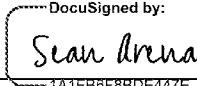
7. Miscellaneous. Section 8 of the Purchase Agreement shall apply *mutatis mutandis* to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

ASSIGNOR:

LIMO ANYWHERE, LLC

By: 
Name: Sean Arena
Title: President

ASSIGNEE:

LIMO ANYWHERE SOFTWARE LLC

By: _____
Name: Michael A. Lawler
Title: Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

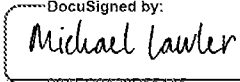
ASSIGNOR:

LIMO ANYWHERE, LLC

By: _____
Name: Sean Arena
Title: President

ASSIGNEE:

LIMO ANYWHERE SOFTWARE LLC

By:  _____
Name: Michael A. Lawler
Title: Chief Executive Officer

SCHEDULE 1

Schedule 2.1.7

Transferred Intellectual Property

1. The Intellectual Property listed on Schedule 3.13.1.
2. The Company's Intellectual Property in or used for the business of developing, selling, maintaining, licensing, and providing other services in connection with software for the ground transportation industry, including, without limitation, payment processing technology integrated with and into such software.

Schedule 3.13

Intellectual Property

3.13.1 - Registered IP.

(1) Patents: None.

(2) Trademarks

Jurisdiction	Owner/ Applicant	Trademark	Registration Number	Registration Date	Status
USA	Limo Anywhere, LLC	DRIVENANYWHERE	5582341	October 9, 2018	Registered
USA	Limo Anywhere, LLC	DRIVERANYWHERE	4196704	August 28, 2012	Registered
Australia	Limo Anywhere, LLC	LIMO ANYWHERE	1917459	February 5, 2019	Registered
Canada	Limo Anywhere, LLC	LIMO ANYWHERE	1892858	April 10, 2018	Registered
European Union (Community)	Limo Anywhere, LLC	LIMO ANYWHERE	17883332	October 5, 2018	Registered
United Kingdom	Limo Anywhere, LLC	LIMO ANYWHERE	UK00917883332	October 5, 2018	Registered
USA	Limo Anywhere, LLC	LIMO ANYWHERE	4015731	August 23, 2011	Registered

(3) Copyrights: None.

(4) Domain Names

Domain	Registrant	Expiration Date of Current Registration
affiliateanywhere.com	Limo Anywhere, LLC	10/30/2023
AGPALIMO.COM	Limo Anywhere, LLC	4/27/2023
BESTLIMOSOFTWARE.COM	Limo Anywhere, LLC	10/2/2023
BESTLIMOSOFTWARE.NET	Limo Anywhere, LLC	10/2/2023
BESTLIMOUSINESOFTWARE.COM	Limo Anywhere, LLC	10/2/2023
BESTLIMOUSINESOFTWARE.NET	Limo Anywhere, LLC	10/2/2023
bigappletaxi.com	Limo Anywhere, LLC	3/30/2023
danetwork.com	Limo Anywhere, LLC	12/9/2022
drivenanywhere.com	Limo Anywhere, LLC	11/15/2023
drivenanywhere.info	Limo Anywhere, LLC	11/15/2023
drivenanywhere.net	Limo Anywhere, LLC	11/15/2023
drivenanywhere.org	Limo Anywhere, LLC	11/15/2023
DRIVERANYWHERE.COM	Limo Anywhere, LLC	12/20/2023
DRIVERANYWHERE.NET	Limo Anywhere, LLC	2/11/2023
DRIVERANYWHERE.US	Limo Anywhere, LLC	2/10/2023
DRIVERSANYWHERE.COM	Limo Anywhere, LLC	12/20/2023
EVERYTHINGLIMO.COM	Limo Anywhere, LLC	7/20/2023
FREEDISPATCH.COM	Limo Anywhere, LLC	1/10/2023
FREEDISPATCH.NET	Limo Anywhere, LLC	1/10/2023
FREELIMOSOFTWARE.COM	Limo Anywhere, LLC	1/29/2023
FREELIMOSOFTWARE.NET	Limo Anywhere, LLC	1/29/2023
FREELIMOUSINESOFTWARE.COM	Limo Anywhere, LLC	1/29/2023

Domain	Registrant	Expiration Date of Current Registration
GOLIMOANYWHERE.COM	Limo Anywhere, LLC	10/5/2023
GOLIMOANYWHERE.NET	Limo Anywhere, LLC	10/5/2023
GQSEDANS.COM	Limo Anywhere, LLC	10/28/2022
groundanywhere.com	Limo Anywhere, LLC	10/7/2022
INSUREYOURFLEET.COM	Limo Anywhere, LLC	1/13/2023
LANY.MOBI	Limo Anywhere, LLC	10/11/2023
LIMOADMIN.COM	Limo Anywhere, LLC	6/7/2023
LIMOANYWARE.COM	Limo Anywhere, LLC	6/18/2023
LIMOANYWERE.COM	Limo Anywhere, LLC	6/18/2023
LIMOANYWHERE.BIZ	Limo Anywhere, LLC	2/19/2023
LIMOANYWHERE.CO	Limo Anywhere, LLC	8/23/2023
LIMOANYWHERE.CO.UK	Limo Anywhere, LLC	6/11/2023
LIMOANYWHERE.COM	Limo Anywhere, LLC	4/7/2023
limo-anywhere.com	Limo Anywhere, LLC	7/6/2023
LIMOANYWHERE.INFO	Limo Anywhere, LLC	2/20/2023
LIMOANYWHERE.ME	Limo Anywhere, LLC	7/25/2023
LIMOANYWHERE.MOBI	Limo Anywhere, LLC	10/11/2023
LIMOANYWHERE.NET	Limo Anywhere, LLC	4/7/2023
LIMOANYWHERE.ORG	Limo Anywhere, LLC	2/20/2023
LIMOANYWHERE.TV	Limo Anywhere, LLC	4/4/2023
LIMOANYWHERE.US	Limo Anywhere, LLC	2/19/2023
LIMOANYWHERE.WS	Limo Anywhere, LLC	2/20/2023
limoanywhereacademy.com	Limo Anywhere, LLC	11/15/2023
limoanywhereblack.com	Limo Anywhere, LLC	11/14/2023

Domain	Registrant	Expiration Date of Current Registration
limoanywherebootcamp.com	Limo Anywhere, LLC	11/12/2023
LIMOANYWHEREGPS.COM	Limo Anywhere, LLC	6/2/2023
LIMOANYWHEREMOBILE.COM	Limo Anywhere, LLC	10/13/2023
LIMOANYWHEREMOBILE.NET	Limo Anywhere, LLC	10/13/2023
LIMOANYWHERENETWORK.COM	Limo Anywhere, LLC	5/16/2023
LIMOANYWHERESOFTWARE.COM	Limo Anywhere, LLC	6/4/2023
LIMOANYWHERESOFTWARE.NET	Limo Anywhere, LLC	6/4/2023
LIMOAYWHERE.COM	Limo Anywhere, LLC	3/8/2023
LIMOBLOG.NET	Limo Anywhere, LLC	7/13/2023
LIMOBUSINESS.COM	Limo Anywhere, LLC	8/3/2023
LIMOEVERYWHERE.COM	Limo Anywhere, LLC	11/14/2023
LIMOGDS.COM	Limo Anywhere, LLC	12/13/2023
LIMOGDS.NET	Limo Anywhere, LLC	12/13/2023
LIMOGDS.ORG	Limo Anywhere, LLC	12/13/2023
LIMOMERCHANT.COM	Limo Anywhere, LLC	7/22/2023
LIMOMERCHANT.NET	Limo Anywhere, LLC	7/22/2023
LIMOMERCHANTS.COM	Limo Anywhere, LLC	7/22/2023
LIMOMERCHANTS.NET	Limo Anywhere, LLC	7/22/2023
LIMOMERCHANTSERVICES.COM	Limo Anywhere, LLC	7/22/2023
LIMOMERCHANTSERVICES.NET	Limo Anywhere, LLC	7/22/2023
limoreservations.com	Limo Anywhere, LLC	3/30/2023
LIMOSANYWHERE.BIZ	Limo Anywhere, LLC	7/24/2023
LIMOSANYWHERE.CO.UK	Limo Anywhere, LLC	6/11/2023
LIMOSANYWHERE.COM	Limo Anywhere, LLC	12/13/2023

Domain	Registrant	Expiration Date of Current Registration
LIMOSANYWHERE.INFO	Limo Anywhere, LLC	7/25/2023
LIMOSANYWHERE.ME	Limo Anywhere, LLC	7/25/2023
LIMOSANYWHERE.MOBI	Limo Anywhere, LLC	10/11/2023
LIMOSANYWHERE.NET	Limo Anywhere, LLC	8/11/2023
LIMOSANYWHERE.ORG	Limo Anywhere, LLC	7/25/2023
LIMOSANYWHERE.US	Limo Anywhere, LLC	7/24/2023
LIMOSANYWHERENETWORK.COM	Limo Anywhere, LLC	5/16/2023
limoservicenyc.com	Limo Anywhere, LLC	3/30/2023
LIMOSEVERYWHERE.COM	Limo Anywhere, LLC	11/14/2023
LIMOSOFTWARE.CO.UK	Limo Anywhere, LLC	6/11/2023
LIMO-SOFTWARE.COM	Limo Anywhere, LLC	10/6/2023
LIMOSYSSOFTWARE.COM	Limo Anywhere, LLC	9/21/2023
LIMOSYSTEM.COM	Limo Anywhere, LLC	7/8/2023
LIMOUSINESOFTWARE.CO.UK	Limo Anywhere, LLC	6/11/2023
LIMOUSINE-SOFTWARE.COM	Limo Anywhere, LLC	10/6/2023
liverybooking.com	Limo Anywhere, LLC	2/24/2023
LWLIMO.COM	Limo Anywhere, LLC	9/25/2022
MYAMERICANLIMO.COM	Limo Anywhere, LLC	10/31/2023
MYLIMOANYWHERE.COM	Limo Anywhere, LLC	1/29/2023
MYLIMOANYWHERE.NET	Limo Anywhere, LLC	1/29/2023
MYLIMOBIZ.COM	Limo Anywhere, LLC	6/18/2023
MYLIMOBIZ.MOBI	Limo Anywhere, LLC	3/3/2023
MYLIMOCMS.COM	Limo Anywhere, LLC	6/1/2023
MYLIMOWEBSITE.COM	Limo Anywhere, LLC	11/16/2023

Domain	Registrant	Expiration Date of Current Registration
newyorkairportlimo.com	Limo Anywhere, LLC	3/30/2023
newyorkcitylimo.com	Limo Anywhere, LLC	3/30/2023
RIDEFIRSTCHOICE.COM	Limo Anywhere, LLC	2/5/2023
RIVIERALIMOS.COM	Limo Anywhere, LLC	8/1/2022
RJMEXECUTIVESEDAN.COM	Limo Anywhere, LLC	4/25/2023
rlprestige.com	Limo Anywhere, LLC	2/7/2023
samslivexpress.com	Limo Anywhere, LLC	4/24/2023
seslimoservice.com	Limo Anywhere, LLC	8/15/2022
SHUTLLESD.COM	Limo Anywhere, LLC	11/6/2022
SLDFW.COM	Limo Anywhere, LLC	2/2/2023
SOUTHCOASTTRANS.COM	Limo Anywhere, LLC	1/17/2023
SPLENDIDLIMOUSINE.COM	Limo Anywhere, LLC	2/19/2023
stagecoachtransportation.com	Limo Anywhere, LLC	9/1/2022
STARDISPATCH.COM	Limo Anywhere, LLC	11/10/2022
stellarclasslimo.com	Limo Anywhere, LLC	10/6/2022
SYMPHONYTRANSPORTATION.COM	Limo Anywhere, LLC	5/20/2023
THEBLACKCOACHCOMPANY.COM	Limo Anywhere, LLC	3/2/2023
theroyallimo.com	Limo Anywhere, LLC	11/9/2022
TIMESTRANSPORTATION.COM	Limo Anywhere, LLC	8/5/2022
TOPFLEETCHICAGO.COM	Limo Anywhere, LLC	7/25/2022
TOPNOTCHLIMOLLC.COM	Limo Anywhere, LLC	5/14/2023
TRAVELALUX.COM	Limo Anywhere, LLC	8/27/2022