

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uber Technologies, Inc.		07/05/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trapeze Software Group, Inc.		
Street Address:	5265 Rockwell Drive NE		
City:	Cedar Rapids		
State/Country:	IOWA		
Postal Code:	52402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4173837	ROUTESHOUT	
Registration Number:	2624066	ROTEMATCH	
Registration Number:	5528619	AMBLE	
Registration Number:	5549132	ROTEMATCH	
Registration Number:	4680909	MOTIONLINK	
CORRESPONDENCE DATA			
Fax Number:	8662460120		
<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:	647-362-6055		
Email:	jsimpson@shiftlaw.ca		
Correspondent Name:	John H. Simpson		
Address Line 1:	60 St. Clair Ave. E, Suite 403		
Address Line 4:	Toronto, Ontario, CANADA M4T1N5		
NAME OF SUBMITTER:	John H. Simpson		
SIGNATURE:	/John Simpson/		
DATE SIGNED:	09/20/2022		
Total Attachments: 16			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is entered into as of July 5, 2022 (the "Effective Date"), by and between Uber Technologies, Inc., a Delaware corporation ("Seller") and Routematch Software, LLC ("Routematch Software"). Seller and Routematch Software are referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement.

- A. Trapeze Software Group, Inc., a Delaware corporation ("Buyer") wishes to purchase from Seller [REDACTED] Routematch Holdings LLC (the "U.S. Acquisition"), and Buyer's Affiliate, Modaxo Inc. ("Australian Buyer"), wishes to purchase from Seller [REDACTED] [REDACTED] Routematch Software Pty Ltd. (the "Australian Acquisition") (the U.S. Acquisition and Australian Acquisition are together the "Acquisition").
- B. In preparation for the Acquisition, Seller has agreed to and desires to assign, convey, and transfer to Routematch Software all of Seller's right, title, and interest in and to the Technology and Intellectual Property Rights listed in Schedules A to C attached hereto.

For the payment of USD \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** The following terms have the meanings specified or referred to in this Section 1:

- a. "Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such Person, in each case from time to time. The term "control" (including its correlative meanings "controlled by" and "under common control with") means the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).
- b. "Governmental Authority" means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to federal, state, tribal, provincial, local or foreign, international, multinational or other governmental or political subdivision thereof, including any department, commission, board, agency, bureau, official or other instrumentality or other regulatory, administrative or judicial authority thereof, or any non-governmental regulatory authority or quasi-governmental authority, or any court or tribunal of competent jurisdiction, including any recognized stock exchange, or by any arbiter(s).
- c. "Intellectual Property Rights" means all intellectual property or any nature or kind whatsoever, existing under the Laws of any jurisdiction worldwide, including the following types: (1) rights associated with works of authorship, including exclusive exploitation rights, copyrights, design rights, and moral rights, and any and all related registrations and applications for registration; (2) copyrights and sui generis database rights in databases and data collections, integrated circuit

topography, integrated circuit topography or semiconductor chip application or registration; (3) rights in Trade Secrets; (4) Marks; (5) Patents; (6) other proprietary rights in Technology of every kind and nature; (7) social media handles; (8) all claims and causes of action arising out of or related to infringement or misappropriation of any of the foregoing including all rights to damages and profits by reason of the infringement or misappropriation of any of the foregoing intellectual property

- d. **“Marks”** means trademarks, service marks, trade names, trade dress, business and corporate names, logos, trade styles, brand names, product names, domain names, slogans and any other source identifiers of any kind or nature, including any common law rights therein, and any applications (including intent to use applications), registrations and renewals for any of the foregoing and the goodwill associated with the foregoing.
- e. **“Patents”** means any patent or patent application worldwide of any kind or nature (including industrial designs and utility models that are subject to statutory protection), and any renewals, reissues, reexaminations, extensions, continuations, continuations in part (excluding claims containing unrelated subject matter), divisions and substitutions relating to any such patent or patent application, as well as all related counterparts to any such patent and patent application, wheresoever issued or pending anywhere in the world.
- f. **“Person”** means an individual, a proprietorship, a corporation, a partnership, a limited partnership, firm, association, joint venture, trustee, trust, a limited liability company, an unlimited liability company, a Governmental Authority, an unincorporated organization, a trust, an association or any other entity.
- g. **“Seller Parties”** means Seller, Uber Australia, and solely prior to the Closing, the Company.
- h. **“Software”** means any and all computer programs, operating systems, applications systems, firmware or software code of any nature, in any form, including source code and executable or object code, and any APIs, interfaces, program files, field and data definitions and relationships, data definition specifications, data models, program and system logic, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, command structures, menus, buttons and icons, flow-charts, and related documentation, operating procedures, methods, tools, developers’ kits, build scripts, test scripts, utilities, developers’ notes, technical manuals, user manuals and other materials and documentation thereof, including comments and annotations related thereto, whether in machine-readable form, programming language or any other language or symbols and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature.
- i. **“Technology”** means algorithms, apparatus, diagrams, inventions (whether or not patentable), invention disclosures, Trade Secrets, know-how, methods, network configurations and architectures, designs, methods, processes, bills of material, proprietary information, protocols, schematics, specifications, technical data, Software, subroutines, techniques, web sites, works of authorship, documentation (including instruction manuals, samples, studies, and summaries), information, data, databases and data collections, any other forms of technology, in each case, whether or not embodied in any tangible form and including all tangible embodiments of any of the foregoing.


- j. **“Trade Secrets”** means confidential or proprietary trade secrets meeting the definition of a trade secret under the Uniform Trade Secrets Act or other similar legislation or common laws governing protection of trade secrets or confidential information anywhere in the world, including information, know-how, data and databases.

2. **Assignment.** Subject to the terms of this Agreement, Seller on behalf of itself and its Affiliates, hereby irrevocably and perpetually transfers, conveys, and assigns to Routematch Software all right, title, and interest throughout the world in and to the Patents identified on Schedule A, the Marks and domain names identified on Schedule B, and the Technology and all Intellectual Property Rights embodied in the Technology identified on Schedule C, including all past, present, and future claims and causes of action arising out of or related to infringement or misappropriation of any of the foregoing.

3. **Further Assurances.** Seller agrees to execute such documents, render such assistance, and take such other action as Routematch Software may reasonably request, at the Routematch Software’s expense, to perfect and confirm the assignments in Section 2. This includes executing a confirmatory patent assignment that is consistent with the assignment in Section 2.

4. **Miscellaneous.**

- a. Governing Law; Venue. This Agreement will be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of New York, without regard to the conflicts of law provisions thereof. All actions arising out of or relating to this Agreement will be heard and determined exclusively in any state or federal court located in New York, New York (or in any appellate courts thereof). Each Party hereby (i) submits to the exclusive jurisdiction of such courts for the purpose of any action arising out of relating to this Agreement brought by any Party and (ii) irrevocably waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out or relating to this Agreement.
- b. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- c. Assignment. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties may assign their rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. No assignment will relieve the assigning Party of any of its obligations hereunder. Any attempted assignment in violation of this Section will be void.
- d. Amendment and Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will 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 Agreement will operate or be construed as a waiver thereof; nor will 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.


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- e. Severability. If any term or provision of this Agreement is held invalid, illegal, or unenforceable by a court of a competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
 - f. Entire Agreement. This Agreement, the Schedules hereto, and the other documents, instruments, and agreements referred to herein (including the Purchase Agreement the IPLA) set forth the entire understanding of the Parties relating to the subject matter hereof and thereof and supersede all prior agreements and understandings among or between any of the Parties relating to the subject matter hereof and thereof.
 - g. Construction. For purposes of this Agreement, (i) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (ii) the words “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (iv) any singular term in this Agreement will be deemed to include the plural, and any plural term of the singular; (v) unless the context of this Agreement clearly requires otherwise, words importing the masculine gender will include the feminine and neutral gender and vice versa. Unless the context otherwise requires, references herein: (1) to Sections and Schedules mean the Sections of, and the Schedules attached to, this Agreement; and (2) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions hereof. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
 - h. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and will become effective when one or more such counterparts have been signed by each Party and delivered by the other Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

SELLER:

UBER TECHNOLOGIES, INC.

DocuSigned by:
By: 
Name: 

Title: Chief Financial Officer

ROUTEMATCH SOFTWARE

ROUTEMATCH SOFTWARE, LLC

By:

Name:

Title:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

SELLER:

UBER TECHNOLOGIES, INC.

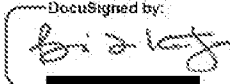
By:

Name:

Title:

ROUTEMATCH SOFTWARE

ROUTEMATCH SOFTWARE, LLC

DocuSigned by:
By: 

Name: 

Title: Manager

[REDACTED]

Schedule A

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Schedule B
Marks

Mark	Word or Design	Appl. / Registration No	Filing/ Registration Date	Class	Description	Territory	Owner
RouteMatch	Word	85/269,717 / 4173837	3/17/2011 / 7/17/2012	9	Computer application software which enables users to view, track and select bus routes and to obtain real time traveler information for use with mobile phones, mobile data computers, tablets and computers	U.S.A.	Uber Technologies, Inc.
RouteMatch	Word	76/244,586 / 2624066	4/23/2001 / 9/24/2002	42	Computer software development and related services, namely evaluations, assessments, technology integration, maintenance, and support for transportation operations.	U.S.A.	Uber Technologies, Inc.
RouteMatch	Word	1854428 / TMA1023573	8/25/2017 / 6/5/2019	42	Computer software development and related services, namely evaluations, assessments, technology integration, maintenance, and support for transportation operations.	Canada	Uber Technologies, Inc.

Mark	Word or Design	Appl / Registration No	Filing/ Registration Date	Class	Description	Territory	Owner
RouteMatch	Word	1829363 / 1829363	3/2/2017 / 3/2/2017	42	Computer software development and related software development services, namely being for software development for the purposes of evaluations, assessments, technology integration, maintenance, and support for transportation operations.	Australia	Uber Technologies, Inc.
Ambie	Word	1878962 / 1878962	10/10/2017 / 10/10/2017	9	Downloadable software for a mobile application for interacting with passenger transportation services, including managing electronic payments and transactions, reviewing schedules and availability, and booking and managing trips.	Australia	Uber Technologies, Inc.
Ambie	Word	1861699 / TMA1064992	10/9/2017 / 12/3/2019	9	Downloadable software in the nature of a mobile application for interacting with passenger transportation services, namely managing electronic payments and transactions, reviewing schedules and availability, and booking and managing trips.	Canada	Uber Technologies, Inc.
Ambie	Word	87/678,887 / 5528619	11/9/2017 / 7/31/2018	9	Downloadable software in the nature of a mobile application for interacting with passenger transportation services, namely for managing electronic payments and transactions, reviewing schedules and availability, and booking and managing trips	U.S.A.	Uber Technologies, Inc.

Mark	Word or Design	Appl / Registration No	Filing/ Registration Date	Class	Description	Territory	Owner
RouteMatch	Design	1878961 / 1878961	10/10/2017 / 10/10/2017	42	Computer software development and related services, namely being for software development for the purposes of evaluations, assessments, technology integration, maintenance, and support for transportation operations.	Australia	Uber Technologies, Inc.
RouteMatch	Design	1861698 / TMA1023572	10/10/2017 / 6/5/2019	42	Computer software development and related services, namely being for software development for the purposes of evaluations, assessments, technology integration, maintenance, and support for transportation operations.	Canada	Uber Technologies, Inc.
RouteMatch	Design	87/678,856 / 5549132	11/9/2017 / 8/28/2018	42	Computer software development for transportation operations and services respecting use of such software, namely computer software consulting in the nature of evaluations and assessments of software needs, IT technology integration services, and maintenance, services of computer software and technical support services in the nature of troubleshooting of computer software problems.	U.S.A	Uber Technologies, Inc.

Mark	Word or Design	Appl. / Registration No	Filing/ Registration Date	Class	Description	Territory	Owner
Motionlink	Word	86/219,742 / 4680909	3/13/2014 / 2/3/2015	42	<p>Providing temporary use of online nondownloadable computer software for vehicle tracking and vehicle information reporting for commercial fleet management; nondownloadable software for systems to enable enhanced routing, dispatching, and fleet operations, including communications to and from a vehicle. Note – Owned by but not registered to Routematch Software, Inc.</p> <p>Note – Mark has been abandoned.</p>	U.S.A	Motionlink



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