

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lyft, Inc.		11/03/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	MC: NY1-C413, 4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	5142052		
Registration Number:	5407720		
Registration Number:	6547871	AMP	
Registration Number:	6754696	BAYWHEELS	
Registration Number:	6357570	CLUTCH	
Registration Number:	5874477	CONCIERGE	
Registration Number:	6134250	DO YOUR CITY RIGHT	
Registration Number:	5481715	EXPRESS DRIVE	
Registration Number:	5801057	IT MATTERS HOW YOU GET THERE	
Registration Number:	5317924	JUNO	
Registration Number:	4686618	LYFT	
Registration Number:	4698330	LYFT	
Registration Number:	4698331	LYFT	
Registration Number:	4969205	LYFT	
Registration Number:	4969206	LYFT	
Registration Number:	5272210	LYFT	
Registration Number:	6170586	LYFT	
Registration Number:	6170587	LYFT	
Registration Number:	6283319	LYFT	

CH \$765.00 5142052

Property Type	Number	Word Mark
Registration Number:	6739655	LYFT
Registration Number:	6341349	LYFT AMP
Registration Number:	5874478	LYFT CONCIERGE
Registration Number:	6804463	LYFT DIRECT
Registration Number:	5387239	LYFT LINE
Registration Number:	6739653	LYFT SCOOTERS
Registration Number:	4999004	PLUS
Registration Number:	5324501	RIDING IS THE NEW DRIVING
Registration Number:	6342186	THAT'S Y
Registration Number:	5389265	UNDERCOVER LYFT
Registration Number:	6885277	LYFTUP

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: jnull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2230

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 11/03/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”), effective as of November 3, 2022 is made by LYFT, INC., a Delaware corporation, located at 185 Berry Street, Suite 400, San Francisco, CA 94107 (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties to the Revolving Credit Agreement, dated as of November 3, 2022 (as modified, supplemented, extended, amended, restated or amended and restated from time to time, the “Credit Agreement”), among LYFT, INC., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 3, 2022, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest all of its Intellectual Property, including the Trademarks, that is not Excluded Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement or, if not provided therein or by reference thereto, in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants, collaterally assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a Security Interest in all right, title or interest of the Grantor in or to any and all Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including, without limitation, the Trademarks listed on Schedule A hereto (collectively, but excluding any Excluded Collateral, the “Trademark Collateral”).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. Delivery of (x) an executed counterpart of a signature page of this Agreement and/or (y) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to this Agreement), certificate, request, statement, disclosure or authorization related to this Agreement and/or the transactions contemplated hereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement or such Ancillary Document, as applicable. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 5. Choice of Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED IN CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LYFT, INC.

Janet Duncan

By: _____

Name: Janet Duncan

Title: Vice President, Treasurer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

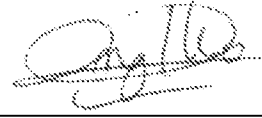
By: _____

Name:

Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By:



Name: Richard Ong Pho
Title: Executive Director

Schedule A

U.S. Trademarks

United States Registered Trademarks

Trademark	Registration No.	Serial No.	Registered Owner
[Design Only]	5,142,052	86014472	Lyft, Inc.
[Design Only]	5,407,720	85880320	Lyft, Inc.
AMP	6,547,871	87162434	Lyft, Inc.
BAYWHEELS	6,754,696	88394308	Lyft, Inc.
CLUTCH	6,357,570	88928322	Lyft, Inc.
CONCIERGE	5,874,477	88435422	Lyft, Inc.
DO YOUR CITY RIGHT	6,134,250	88611774	Lyft, Inc.
EXPRESS DRIVE	5,481,715	87113793	Lyft, Inc.
IT MATTERS HOW YOU GET THERE	5,801,057	87577750	Lyft, Inc.
JUNO	5,317,924	86983055	Lyft, Inc.
LYFT	4,686,618	85743120	Lyft, Inc.
LYFT	4,698,330	86183891	Lyft, Inc.
LYFT	4,698,331	86183906	Lyft, Inc.
LYFT	4,969,205	86183222	Lyft, Inc.
LYFT	4,969,206	86183253	Lyft, Inc.
LYFT	5,272,210	86982665	Lyft, Inc.
LYFT	6,170,586	88503693	Lyft, Inc.
LYFT	6,170,587	88503721	Lyft, Inc.
LYFT	6,283,319	87254350	Lyft, Inc.
LYFT	6,739,655	88041743	Lyft, Inc.
LYFT AMP	6,341,349	90179776	Lyft, Inc.
LYFT CONCIERGE	5,874,478	88435433	Lyft, Inc.
LYFT DIRECT	6,804,463	88356643	Lyft, Inc.
LYFT LINE	5,387,239	86872085	Lyft, Inc.
LYFT SCOOTERS	6,739,653	88041722	Lyft, Inc.
PLUS	4,999,004	86426385	Lyft, Inc.
RIDING IS THE NEW DRIVING	5,324,501	86872106	Lyft, Inc.
THAT'S Y	6,342,186	88357864	Lyft, Inc.
UNDERCOVER LYFT	5,389,265	87182313	Lyft, Inc.
LYFTUP (Stylized)	6,885,277	88712377	Lyft, Inc.