

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM783282

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lease Plan U.S.A., LLC		12/01/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LeasePlan Corporation N.V.		
<b>Street Address:</b>	Gustav Mahlerlaan 360		
<b>City:</b>	Amsterdam		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	1082 ME		
<b>Entity Type:</b>	Corporation: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5233026	3D COVERAGE	
<b>Registration Number:</b>	5082792	3D COVERAGE	
<b>Registration Number:</b>	3881153	COMFORTPLAN	
<b>Registration Number:</b>	3881152	COMFORTPLAN	
<b>Registration Number:</b>	3881154	COMFORTPLAN	
<b>Registration Number:</b>	2377247	EPLAN	
<b>Registration Number:</b>	3235295	GREENPLAN	
<b>Registration Number:</b>	2706086	LEASEPLAN	
<b>Registration Number:</b>	2990897	LEASEPLAN	
<b>Registration Number:</b>	2706087	LEASEPLAN	
<b>Registration Number:</b>	2990896	LEASEPLAN	
<b>Registration Number:</b>	3771258	PARTNERPLAN	
<b>Registration Number:</b>	3771259	PARTNERPLAN	
<b>Registration Number:</b>	3771260	PARTNERPLAN	
<b>Registration Number:</b>	3121467	SAFEPLAN	
<b>Registration Number:</b>	4846675	TOLLPLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026833999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 5233026

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2026833800  
**Email:** aopatents@allenoverly.com, shante.brown@allenoverly.com  
**Correspondent Name:** ALLEN & OVERY LLP  
**Address Line 1:** 1101 NEW YORK AVE NW  
**Address Line 2:** SHANTE BROWN  
**Address Line 4:** WASHINGTON, D.C. 20005

<b>NAME OF SUBMITTER:</b>	Shante Brown
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<b>SIGNATURE:</b>	/Shante Brown/
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<b>DATE SIGNED:</b>	01/30/2023
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**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), effective as of December 1, 2022 (“**Effective Date**”), is made between Lease Plan U.S.A., LLC, a Georgia limited liability company, successor-by-conversion to Lease Plan U.S.A., Inc., (hereinafter referred to as the “**Assignor**”) and LeasePlan Corporation N.V., a Netherlands corporation (hereinafter referred to as the “**Assignee**” and, together with the Assignor, the “**Parties**” and each, a “**Party**”).

WHEREAS, Freedom Parent L.P., a Delaware limited partnership (“**Buyer**”) acquired from Assignee all of the issued and outstanding capital stock of Licensee pursuant to the Stock Purchase Agreement, dated as of June 13, 2022, by and between Assignee and Buyer (as may be amended, restated, supplemented or otherwise modified from time to time, in each case in accordance with the terms and conditions thereof, the “**Purchase Agreement**”);

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Parties entered into that certain Intellectual Property Assignment and License Agreement, dated as of the Effective Date, pursuant to which Assignor assigned, transferred and conveyed to Assignee the trademarks, service marks and other indicia of source or origin set forth in Schedule A (the “**Assigned Marks**” and, such agreement, the “**IP Agreement**”);

WHEREAS, the Parties wish to enter into this Trademark Assignment to give effect to such assignment, transfer and conveyance of the Assigned Trademarks.

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the IP Agreement and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, is the Parties hereby agree as follows:

1. **Assignment.** Assignor hereby irrevocably (and notwithstanding any termination of the IP Agreement) assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under the Assigned Marks, together with any and all goodwill associated with or symbolized by the Assigned Marks, including any and all rights throughout the world to (a) claim priority under applicable law or international convention, (b) grant licenses or other rights or interests, (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the foregoing, and (d) any and all claims and causes of action with respect to the foregoing, whether accruing before, on or after the date hereof, including any and all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement and other violation.
2. **Recordation and Further Actions.** The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by the Assignee, and to issue all applications included in the Assigned Marks to Assignee as assignee of all right, title and interest therein and thereto.
3. **Successors and Assigns.** This Trademark Assignment shall be binding upon the Assignor, and inure to the benefit of the Assignee, and their respective successors and assigns.

4. **Conflict; Entire Agreement.** In the event of any conflict or inconsistency between the terms of the Purchase Agreement or the IP Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. This Trademark Assignment, together with the Purchase Agreement and IP Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede any prior discussion, correspondence, negotiation, proposed term sheet, letter of intent, agreement, understanding or arrangement, whether oral or in writing.
5. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic method shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.
6. **Governing Law.** This Trademark Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Trademark Assignment has been executed effective as of the date first set forth above.

**As Assignor,**

**LEASE PLAN U.S.A., LLC**

*Matthew R. Dyer*

By: \_\_\_\_\_

Name: Matthew Dyer

Title: CEO and President

**As Assignee,**

**LEASEPLAN CORPORATION N.V.**

*T. Gunning*

By: \_\_\_\_\_

Name: Tex Gunning

Title: CEO

*Scott Adelsky*

By: \_\_\_\_\_

Name: Scott Adelsky

Title: CFO

*A.J.*

By: \_\_\_\_\_

Name: Toine van Doremalen

Title: CFO

**SCHEDULE A**

**Assigned Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Jurisdiction</b>
3D COVERAGE	5,233,026	06/27/2017	US
3D COVERAGE	5,082,792	11/15/2016	US
COMFORTPLAN	3,881,153	11/23/2010	US
COMFORTPLAN	3,881,152	11/23/2010	US
COMFORTPLAN	3,881,154	11/23/2010	US
EPLAN	2,377,247	08/15/2000	US
GREENPLAN	3,235,295	04/24/2007	US
LEASEPLAN	2,706,086	04/15/2003	US
LEASEPLAN	2,990,897	09/06/2005	US
LEASEPLAN & Design	2,706,087	04/15/2003	US
LEASEPLAN & Design	2,990,896	09/06/2005	US
PARTNERPLAN	3,771,258	04/06/2010	US
PARTNERPLAN	3,771,259	04/06/2010	US
PARTNERPLAN	3,771,260	04/06/2010	US
SAFEPLAN	3,121,467	07/25/2006	US
TOLLPLAN	4,846,675	11/03/2015	US











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Final Audit Report

2023-01-19

Created:	2023-01-19
By:	Gijs van Nes (Gijs.vanNes@leaseplan.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8g2S981Zk4UT-9h9cRSKu0wLzEy4rqDP


## "Trademark Assignment short form LPUS - LPCorp" History

-  Document created by Gijs van Nes (Gijs.vanNes@leaseplan.com)  
2023-01-19 - 2:35:57 PM GMT- IP address: 165.225.241.31
-  Document emailed to Tex Gunning (tex.gunning@leaseplan.com) for signature  
2023-01-19 - 2:38:37 PM GMT
-  Document emailed to Toine van Doremalen (Toine.vanDoremalen@leaseplan.com) for signature  
2023-01-19 - 2:38:38 PM GMT
-  Document emailed to Matthew Dyer (matt.dyer@leaseplan.com) for signature  
2023-01-19 - 2:38:38 PM GMT
-  Document emailed to scott.adelsky@leaseplan.com for signature  
2023-01-19 - 2:38:38 PM GMT
-  Email viewed by Toine van Doremalen (Toine.vanDoremalen@leaseplan.com)  
2023-01-19 - 2:39:57 PM GMT- IP address: 104.47.51.254
-  Toine van Doremalen (Toine.vanDoremalen@leaseplan.com) has agreed to the terms of use and to do business electronically with LeasePlan Corporation  
2023-01-19 - 2:40:27 PM GMT- IP address: 165.225.241.66
-  Document e-signed by Toine van Doremalen (Toine.vanDoremalen@leaseplan.com)  
Signature Date: 2023-01-19 - 2:40:27 PM GMT - Time Source: server- IP address: 165.225.241.66
-  Email viewed by Matthew Dyer (matt.dyer@leaseplan.com)  
2023-01-19 - 2:47:08 PM GMT- IP address: 104.129.206.68
-  Email viewed by Tex Gunning (tex.gunning@leaseplan.com)  
2023-01-19 - 3:19:05 PM GMT- IP address: 77.165.159.170



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**TRADEMARK**  
**REEL: 007955 FRAME: 0757**

 Tex Gunning (tex.gunning@leaseplan.com) has agreed to the terms of use and to do business electronically with LeasePlan Corporation


2023-01-19 - 3:19:21 PM GMT- IP address: 77.165.159.170

 Document e-signed by Tex Gunning (tex.gunning@leaseplan.com)

Signature Date: 2023-01-19 - 3:19:21 PM GMT - Time Source: server- IP address: 77.165.159.170

 Email viewed by scott.adelsky@leaseplan.com


2023-01-19 - 5:25:04 PM GMT- IP address: 104.129.206.65

 Matthew Dyer (matt.dyer@leaseplan.com) has agreed to the terms of use and to do business electronically with LeasePlan Corporation


2023-01-19 - 8:20:53 PM GMT- IP address: 104.129.206.68

 Document e-signed by Matthew Dyer (matt.dyer@leaseplan.com)

Signature Date: 2023-01-19 - 8:20:53 PM GMT - Time Source: server- IP address: 104.129.206.68

 Signer scott.adelsky@leaseplan.com entered name at signing as Scott Adelsky

2023-01-19 - 10:40:18 PM GMT- IP address: 104.129.206.72

 Scott Adelsky (scott.adelsky@leaseplan.com) has agreed to the terms of use and to do business electronically with LeasePlan Corporation

2023-01-19 - 10:40:20 PM GMT- IP address: 104.129.206.72

 Document e-signed by Scott Adelsky (scott.adelsky@leaseplan.com)

Signature Date: 2023-01-19 - 10:40:20 PM GMT - Time Source: server- IP address: 104.129.206.72

 Agreement completed.

2023-01-19 - 10:40:20 PM GMT



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RECORDED: 01/30/2023

TRADEMARK  
REEL: 007955 FRAME: 0758