

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789645

|   |  |                          |                       |
|---|--|--------------------------|-----------------------|
| <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>    |
| FirstGroup America, Inc.  |  | 02/23/2023               | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                          |                       |
| <b>Name:</b>  | First Transit, Inc.                                |                          |                       |
| <b>Street Address:</b>  | 600 Vine Street, Suite 1400                        |                          |                       |
| <b>City:</b>  | Cincinnati   |                          |                       |
| <b>State/Country:</b>   | OHIO   |                          |                       |
| <b>Postal Code:</b>   | 45202  |                          |                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                          |                       |
| <b>PROPERTY NUMBERS Total: 7</b>  |  |                          |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>         |                       |
| <b>Serial Number:</b>   | 88847559   | JAUNT                    |                       |
| <b>Serial Number:</b>   | 88847551   | JAUNT                    |                       |
| <b>Serial Number:</b>   | 88983795   | JAUNT                    |                       |
| <b>Registration Number:</b>   | 2550615  | FIRST TRANSIT            |                       |
| <b>Registration Number:</b>   | 2648317  | FIRST VEHICLE SERVICES   |                       |
| <b>Registration Number:</b>   | 5027420  | LAIDLAW TRANSIT SERVICES |                       |
| <b>Registration Number:</b>   | 5027419  | LAIDLAW TRANSIT SERVICES |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                          |                       |
| <b>Fax Number:</b>  | 5139778141   |                          |                       |
| <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> |  |                          |                       |
| <b>Phone:</b>   | 5139778200   |                          |                       |
| <b>Email:</b>   | andrew.hilton@dinsmore.com                         |                          |                       |
| <b>Correspondent Name:</b>  | Andrew D. Hilton                                   |                          |                       |
| <b>Address Line 1:</b>  | 255 E. Fifth St., Suite 1900                       |                          |                       |
| <b>Address Line 4:</b>  | Cincinnati, OHIO 45202                             |                          |                       |
| <b>NAME OF SUBMITTER:</b>   | Andrew D. Hilton                                   |                          |                       |
| <b>SIGNATURE:</b>   | /Andrew D. Hilton/                                 |                          |                       |
| <b>DATE SIGNED:</b>   | 02/24/2023   |                          |                       |

OP \$190.00 88847559

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement"), effective as of February 23, 2023 (the "Effective Date"), is entered into by and between FirstGroup America, Inc., a Delaware corporation ("Assignor"), and First Transit, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are each referred to individually as a "Party" and together as the "Parties."

WHEREAS, Assignor desires to transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under certain of the Assignor's registered trademarks, service marks, trade dress, trade names, logos and other source identifiers, applications to register, and renewals of, the foregoing as set forth in Schedule A (collectively, "Trademarks");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee all of Assignor's worldwide rights, title and interests of every kind, nature and description in, to and under the Trademarks, together with (a) all of such Assignor's rights, title and interests in the Trademarks, (b) any and all goodwill connected with the use of and symbolized by such Trademarks; and (c) the rights: (i) to sue and recover damages and obtain other equitable relief for past, present and future infringement, dilution, misappropriation or other violation or conflict associated with such Trademarks, (ii) to collect past, present and future royalties, damages, proceeds and other payments under such Trademarks, (iii) to claim priority based on such Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Trademarks before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of such Assignor and its affiliates, as applicable, in all matters related to such Trademarks as if this Assignment Agreement had not been made.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority so as to perfect its ownership of the Trademarks. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and applications for the Trademarks to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Assignment Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Trademarks.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and for no additional consideration (provided that Assignee shall be responsible to pay any recordation fees), Assignor shall cooperate with Assignee to (i) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any other documents or instruments, (ii) file or cause to be

filed all filings with the appropriate governmental authorities and (iii) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Trademarks, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Miscellaneous.

(a) Severability. If any term or other provision of this Assignment Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignor and Assignee shall negotiate in good faith to modify this Assignment Agreement so as to affect their original intent as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

(b) Governing Law. This Assignment Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby.

(c) Counterparts. This Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement as of the Effective Date.

**AGREED AND ACCEPTED:**

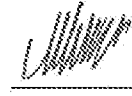
**FirstGroup America, Inc.**

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

Name: Michael Petrucci

Title: Secretary

**First Transit, Inc.**

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



Name: Michael Petrucci


Title: Secretary

**SCHEDULE A**


**TRADEMARKS**

United States:

| <b>Trademark</b>  | <b>Ser./Reg. Number</b>        | <b>Status/Key Dates</b>   |
|---|--------------------------------|---|
| JAUNT   | SN: 88/847559                  | Pending<br>Filed: March 25, 2020  |
| JAUNT & Design<br>   | SN: 88/847551                  | Pending<br>Filed: March 25, 2020  |
| JAUNT & Design<br> | SN: 88/983795<br>RN: 6,680,290 | Registered<br>Filed: March 25, 2020<br>Registered: March 22, 2022       |
| FIRST TRANSIT   | SN:75-793381<br>RN:2,550,615   | Registered<br>Filed:<br>September 7, 1999<br>Registered: March 19, 2002 |

|   |                                |  |
|---|--------------------------------|--|
| FIRST VEHICLE SERVICES  | SN:76-180574<br>RN:2,648,317   | Registered<br>Filed: December 13, 2000<br>Registered:<br>November 12, 2002 |
| LIDLAW TRANSIT SERVICES & Design<br> | SN: 85-948909<br>RN: 5,027,420 | Registered<br>Filed:<br>June 2, 2013<br>Registered: August 23, 2016        |
| LIDLAW TRANSIT SERVICES   | SN: 85-948901<br>RN: 5,027,419 | Registered<br>Filed: June 3, 2013<br>Registered: August 23, 2016           |

Canada:

| Trademark   | Ser./Reg. Number | Status/Key Dates                |
|---|------------------|---------------------------------|
| JAUNT   | AN: 2042589      | Pending<br>Filed: July 29, 2020 |
| JAUNT & Logo<br> | AN: 2042590      | Pending<br>Filed: July 29, 2020 |

|               |             |                        |
|---------------|-------------|------------------------|
| FIRST TRANSIT | AN: 1150289 | Registered             |
|               | RN: 757256  | Filed: August 23, 2002 |
|               |             | Registered: 1/18/2010  |

*Puerto Rico.*

| Trademark              | App./Reg. Number | Status/Key Dates   |
|------------------------|------------------|--|
| FIRST TRANSIT          | RN: 55785        | Registered<br>Filed: April 29, 2002<br>Registered: February 27, 2004 |
| FIRST TRANSIT          | RN: 55786        | Registered<br>Filed: April 29, 2002<br>Registered: February 27, 2004 |
| FIRST VEHICLE SERVICES | RN: 56973        | Registered<br>Filed: April, 29, 2002<br>Registered: March 8, 2004    |
| FIRST VEHICLE SERVICES | RN: 55847        | Registered<br>Filed: April, 29, 2002<br>Registered: March 8, 2004    |