

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RideChange, Inc.		10/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Concur Technologies, Inc.		
Street Address:	601 - 108th Avenue NE		
Internal Address:	Suite 1000		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4509053	SEDAN MAGIC	
Registration Number:	3926992	TAXI MAGIC	
Registration Number:	3879947	TAXI MAGIC	
Serial Number:	86273899	CURB	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	351159		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/24/2014		
Total Attachments: 6			
source=10-24-14 RideChange Inc-TM#page1.tif			

CH \$115.00 4509053

source=10-24-14 RideChange Inc-TM#page2.tif

source=10-24-14 RideChange Inc-TM#page3.tif

source=10-24-14 RideChange Inc-TM#page4.tif

source=10-24-14 RideChange Inc-TM#page5.tif

source=10-24-14 RideChange Inc-TM#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 24, 2014 (this “Agreement”), made by RideCharge, Inc., a Delaware corporation (“Grantor”), in favor of Concur Technologies, Inc., a Delaware corporation (the “Secured Party”).

RECITALS

WHEREAS, pursuant to that certain Secured Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or modified from time to time, the “NPA”), the Secured Party is making Loans (as defined therein) to Grantor, as more fully described therein. Capitalized terms used but not defined herein shall have the meanings given such terms in the that certain Security Agreement, dated as of the date hereof, among Grantor and the Secured Party (the “Security Agreement”).

WHEREAS, in order to induce the Secured Party to make the Loans, Grantor has agreed to grant to the Secured Party, a continuing first-priority and security interest in, all of Grantors’ right title and interest in and to the Collateral, including all Intellectual Property of Grantor, to secure the payment and performance of the Obligations.

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Secured Party a first-priority security interest in all of Grantor’s right, title and interest in and to the Collateral, subject to Permitted Liens.

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

1. Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants to the Secured Party a continuing security interest in all of Grantor’s right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to any and all items of Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C, respectively, attached hereto) together with all substitutions and replacements thereof and any products and Proceeds (as defined in the UCC) thereof.

2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Secured Party, pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

3. Governing Law. This Agreement and any controversy arising out of or related thereto shall be governed by, and construed in accordance with, the laws of the State of Delaware.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same contract. This Agreement may be executed and delivered by facsimile, or by email in portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned parties have caused this Intellectual Property Security Agreement to be effective as of the date first written above.


RIDECHARGE, INC.,
as Grantor

By: 
Name: Patrick Lashinsky
Title: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005387 FRAME: 0485

CONCUR TECHNOLOGIES, INC.,
as the Secured Party

By: 
Name: Kyle R. Sugamele
Title: Senior Vice President and General Counsel

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005387 FRAME: 0486

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Method and system for on-demand and scheduled services relating to travel and transportation	12/180,086	7-25-2008

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
SEDAN MAGIC	85816838	1-7-2013	4509053	4-8-2014
TAXI MAGIC	85014867	4-15-2010	3926992	3-1-2011
TAXI MAGIC	85014864	4-15-2010	3879947	11-23-2010
CURB	86273899	5-7-2014	Pending	Pending