

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM464444

<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>
VeriFone, Inc.		12/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Curb Technologies, LLC		
<b>Street Address:</b>	11-11 34th Avenue		
<b>City:</b>	Long Island City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11106		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4800642	CURB	
<b>Registration Number:</b>	4982313	WAY2RIDE	
<b>Registration Number:</b>	4535665	HIGH IMPACT TOP	
<b>Registration Number:</b>	2741232	24/7 MAGAZINE	
<b>Registration Number:</b>	4509053	SEDAN MAGIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497254100		
<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>	9497254000		
<b>Email:</b>	amina@sycr.com		
<b>Correspondent Name:</b>	Stradling Yocca Carlson & Rauth		
<b>Address Line 1:</b>	660 Newport Center Drive, Suite 1600		
<b>Address Line 2:</b>	c/o Arnold Mina		
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660		
<b>ATTORNEY DOCKET NUMBER:</b>	105126-0001		
<b>NAME OF SUBMITTER:</b>	Arnold Mina		
<b>SIGNATURE:</b>	/Arnold Mina/		
<b>DATE SIGNED:</b>	03/06/2018		

CH \$140.00 4800642

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), is made as of December 11, 2017 (the “Effective Date”), by and between VeriFone, Inc. (“Assignor”), and Curb Technologies, LLC (“Assignee”) (each of Assignor and Assignee, a “Party,” and, collectively, the “Parties”).

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, dated as of the Effective Date (as heretofore and hereafter amended in accordance with its terms, the “Purchase Agreement”), pursuant to which Assignor will, or will cause one or more of its Subsidiaries to, sell, convey, transfer, assign and deliver the Transferred Assets to Assignee;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignors, all of the Assignor’s right, title, and interest in and to those Trademarks and Trademark applications included in the Transferred Assets and set forth on Schedule A attached hereto (the “Assigned Trademarks”);

WHEREAS, Assignor desires to sell, transfer, assign, convey, and deliver all of Assignor’s right, title, and interest in and to the Assigned Trademarks to Assignee; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title, and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and covenants set forth in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Assignor and Assignee hereby agrees as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. Effective as of the Effective Date, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Trademarks including all goodwill associated therewith and symbolized thereby.
3. At Assignee’s reasonable request and at Assignee’s expense, Assignor shall execute any document or perform any further act necessary to effectuate the assignment of the Assigned Trademarks under Section 2 of this Agreement.
4. Assignor hereby authorizes and requests the Commissioner of Trademarks, or the applicable official, at the United States Patent and Trademark Office, and any official of any other jurisdiction or organization whose duty it is to issue Trademarks, or any legal equivalent thereof, to record Assignee as the assignee and the owner of all right, title, and interest in and to the Assigned Trademarks.

5. Subject to the provisions of applicable Law, the Parties may modify or amend this Agreement only by written agreement executed and delivered by duly authorized officers of the respective Parties.

6. All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the purchase and sale of the Transferred Assets including the Assigned Trademarks are set forth in the Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties of either Party contained in the Purchase Agreement.

7. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT SUCH PRINCIPLES WOULD DIRECT A MATTER TO ANOTHER JURISDICTION.

8. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or by email of a .pdf attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

9. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

10. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

**VeriFone, Inc.**  
a Delaware corporation



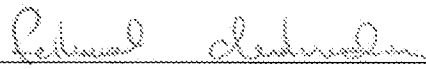
By: \_\_\_\_\_

Name: Albert Liu

Title: Executive Vice President, Corporate  
Development and General Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

**Curb Technologies, LLC**  
a Delaware limited liability company




By:   
Name: Farhaad Chanduwadia  
Title: Authorized Signatory

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006284 FRAME: 0809**

## EXHIBIT A

### Assigned Trademarks

Mark	Country	Classes	Application date	Application number	Registration date	Registration number
CURB (stylized) 	United States	09,36,39	5/7/2014	86273899	8/25/2015	4800642
CURB (stylized) 	Canada	09, 36, 39	11/6/2014	1701651	11/10/2016	TMA955043
CURB (stylized) 	International	09, 36, 39	11/7/2014	1260790	11/7/2014	1260790
WAY2RIDE	United States	9,36,42,38,39	9/24/2015	86767023	6/21/2016	4982313
HIGH IMPACT TOP	United States	9	12/13/2012	85/801,588	5/27/2014	4535665
TAXI MEDIA	United Kingdom	09, 16, 35	2/16/1995	2011349B	10/11/1996	2011349B
24/7 MAGAZINE	United States	16, 39	3/11/2002	76380812	7/29/2003	2741232
SEDAN MAGIC	United States	9, 36, 39	1/7/2013		4/8/2014	4509053