

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flow, Inc. (dba Coord)		11/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sidewalks Labs LLC		
Street Address:	10 Hudson Yards, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87726157	COORD	
Serial Number:	87777105		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	100 Front Street, Suite 100		
Address Line 4:	Conshohocken, PENNSYLVANIA 19428		
NAME OF SUBMITTER:	Jordan LaVine		
SIGNATURE:	/jordan lavine/		
DATE SIGNED:	12/16/2021		
Total Attachments: 6			
source=Coord TM Assignment#page1.tif			
source=Coord TM Assignment#page2.tif			
source=Coord TM Assignment#page3.tif			
source=Coord TM Assignment#page4.tif			
source=Coord TM Assignment#page5.tif			
source=Coord TM Assignment#page6.tif			

OP \$65.00 87726157

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment Agreement”), is executed as of December 6, 2021 by and among Flow, Inc. (d/b/a Coord), a Delaware corporation (“Seller” or “Assignor”), and Sidewalk Labs LLC, a Delaware limited liability company (“Buyer” or “Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated November 19, 2021 (“Purchase Agreement”), by and among Buyer and Seller.

RECITALS

A. Pursuant to Section 1.01(a) of the Purchase Agreement between the Parties, Assignors agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor all of Assignor’s intellectual property developed and used in connection with its digital curb management business, including the Smart Zones mobile application for digital curb management, and all of the associated intellectual property identified in Schedule A hereto (collectively the “Purchased IP Assets”); and

B. Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns Assignor’s assets, including the Purchased IP Assets; and

C. Assignor has agreed to execute and deliver this IP Assignment Agreement for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the foregoing and the mutual benefits set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and which is fully set forth in the Purchase Agreement, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. Upon the terms set forth in the Purchase Agreement, Assignor hereby irrevocably sells, assigns, conveys, and transfers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances, all of the Purchased IP Assets, including the respective rights, title and interests of Assignor in, to and under the following and all of those rights identified in the exhibit hereto entitled “Coord IP Inventory”: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all Patents, including those listed in Schedule A hereto, (b) all Trademarks and domain names, all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including those listed in Schedule A hereto (c) all moral rights, copyrights and other rights in any work of authorship, compilation, derivative work or mask work and all applications, registrations, and renewals in connection therewith, (d) all trade secrets and confidential business information (including confidential ideas,

research and development, know-how, methods, formulas, compositions, manufacturing and production processes and techniques, technical and other data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (e) Software, (f) all other proprietary and intellectual property rights, (g) all copies and tangible embodiments of any of the foregoing (in whatever form or medium), (h) the exclusive right to display, perform, reproduce, make, use, sell, distribute, import, export and create derivative works or improvements based on any of the foregoing and (i) all income, royalties, damages and payments related to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other conflicts with any intellectual property), and the right to sue and recover for past, present or future infringements, misappropriations or other conflict with any intellectual property. Provided, however, that nothing in this Section 1 is intended to limit in any way the scope of the Intellectual Property identified in Schedule A hereto that was assigned to Assignee by virtue of the Purchase Agreement and this IP Assignment Agreement.

Section 2 Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Assignee.

Section 3 Further Assurances. Assignor hereby covenants and agrees that they shall, from time to time after the Closing Date, at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Intellectual Property, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

Section 4 Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Purchased IP Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 5 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

Section 6 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective

successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

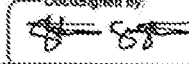
Section 7 Governing Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware.

Section 8 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies or electronically signed copies of this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

IN WITNESS HEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

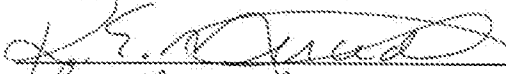
ASSIGNOR:

Flow, Inc. (d/b/a Coord)

By: 
Name: Stephen Smyth
Title: CEO

ASSIGNEE:

Sidewalk Labs, LLC

By: 
Name: Ray Mercedes
Title: General Counsel

SCHEDULE A

[attached document entitled Coord IP Inventory]

(may be redacted for filing with the U.S. Patent and Trademark and other intellectual property offices)

Trademarks

Title/Mark	Country	Classes	Status	Application No.	Application Date	Registration No.	Registration Date	Property Type
COORD	Australia	09, 35, 41, 42	Registered	1986434	6/14/2018	1446685	8/27/2019	Trademark
COORD	Canada	09, 35, 41, 42	Pending	1903957	6/12/2018			Trademark
Coord Design	Canada	09, 35, 41, 42	Pending	1910984	7/23/2018			Trademark
COORD	European Union	09, 35, 41, 42	Registered	1446685	6/14/2018	1446685	7/2/2019	Trademark
Coord Design	European Union	09, 35, 41, 42	Registered	017933786	7/23/2018	017933786	12/26/2018	Trademark
COORD	India	09, 35, 41, 42	Registered	4078834	6/14/2018	1446685	10/16/2019	Trademark
COORD	Japan	09, 35, 41, 42	Registered	2019-351512	6/14/2018	1446685	3/12/2021	Trademark
COORD	Madrid Protocol	09, 35, 41, 42	Registered	1446685	6/14/2018	1446685	1/31/2019	Trademark
COORD	Mexico	09	Registered	2163146	6/14/2018	2033374	8/27/2019	Trademark
COORD	Mexico	35	Registered	2163147	6/14/2018	2236745	4/26/2021	Trademark
COORD	Mexico	41	Registered	2163148	6/14/2018	2033375	8/27/2019	Trademark
COORD	Mexico	42	Registered	2163149	6/14/2018	2033376	8/27/2019	Trademark
COORD	New Zealand	09, 35, 41, 42	Registered	1112680	6/14/2018	1446685	5/23/2019	Trademark
COORD	Norway	09, 35, 41, 42	Registered	201901340	6/14/2018	1446685	10/7/2020	Trademark
COORD	Switzerland	09, 35, 41, 42	Registered	1446685	6/14/2018	1446685	12/20/2019	Trademark
COORD	United Kingdom	09, 35, 41, 42	Registered	1446685	6/14/2018	UK00801446685	7/2/2019	Trademark
Coord Design	United Kingdom	09, 35, 41, 42	Registered	017933786	7/23/2018	UK00917933786	12/26/2018	Trademark
COORD	United States	09, 35, 41, 42	Pending	87726157	12/19/2017			Trademark
Coord Design	United States	09, 35, 41, 42	Pending	87777105	1/30/2018			Trademark

Patents

Cooley Docket Number	Title/Mark	Application No.	Applicati on Date	Case Status	Country	Property Type	Category Description
FLOI-001/00US	METHODS AND APPARATUS FOR CURBSIDE SURVEYING	62/501,291	5/4/2017	Expired	United States of America	Patent	Provisional
FLOI-001/01US	METHODS AND APPARATUS FOR CURBSIDE SURVEYING	15/971,154	5/4/2018	Response Filed	United States of America	Patent	Non-Provisional from Provisional
FLOI-002/00US	SYSTEMS AND METHODS FOR ESTIMATING AVAILABILITY OF UNMONITORED PARKING	62/593,468	12/1/2017	Expired	United States of America	Patent	Provisional
FLOI-005/00US	SYSTEM AND METHODS FOR VEHICLE LOADING ZONE MANAGEMENT	62/958,640	1/8/2020	Expired	United States of America	Patent	Provisional
FLOI-005/01US	SYSTEM AND METHODS FOR VEHICLE ZONE MANAGEMENT	17/141,614	1/5/2021	Applicatio n Filed	United States of America	Patent	Non-Provisional from Provisional
FLOI-005/01WO	SYSTEM AND METHODS FOR VEHICLE LOADING ZONE MANAGEMENT	PCT/US2021/012172	1/5/2021	Applicatio n Filed	Patent Cooperation Treaty	Patent	Provisional