

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLEXDRIVE SERVICES, LLC		11/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	MC: NY1-C413, 4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5581125		
Registration Number:	5590605	FLEXDRIVE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	jmull@stblaw.com		
Correspondent Name:	Courtney Welshimer		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2230		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	11/03/2022		
Total Attachments: 5			
source=02 Lyft - Trademark Security Agreement (Flexdrive) _Executed_(50082495.1)#page1.tif			
source=02 Lyft - Trademark Security Agreement (Flexdrive) _Executed_(50082495.1)#page2.tif			
source=02 Lyft - Trademark Security Agreement (Flexdrive) _Executed_(50082495.1)#page3.tif			

CH \$65.00 5581125

source=02 Lyft - Trademark Security Agreement (Flexdrive) _Executed_(50082495.1)#page4.tif
source=02 Lyft - Trademark Security Agreement (Flexdrive) _Executed_(50082495.1)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”), effective as of November 3, 2022 is made by FLEXDRIVE SERVICES, LLC, a Delaware limited liability company, located at 309 East Paces Ferry Road, Unit 400, Atlanta, GA 30305 (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties to the Revolving Credit Agreement, dated as of November 3, 2022 (as modified, supplemented, extended, amended, restated or amended and restated from time to time, the “Credit Agreement”), among LYFT, INC., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 3, 2022, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest all of its Intellectual Property, including the Trademarks, that is not Excluded Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement or, if not provided therein or by reference thereto, in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants, collaterally assigns and pledges to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a Security Interest in all right, title or interest of the Grantor in or to any and all Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including, without limitation, the Trademarks listed on Schedule A hereto (collectively, but excluding any Excluded Collateral, the “Trademark Collateral”).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

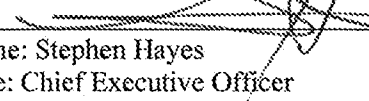
SECTION 5. Counterparts. Delivery of (x) an executed counterpart of a signature page of this Agreement and/or (y) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to this Agreement), certificate, request, statement, disclosure or authorization related to this Agreement and/or the transactions contemplated hereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement or such Ancillary Document, as applicable. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

SECTION 5. Choice of Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED IN CONTRACT (AT LAW OR IN EQUITY), TORT OR ANY OTHER THEORY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FLEXDRIVE SERVICES, LLC

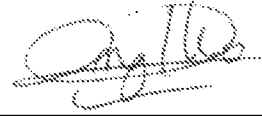
By: 
Name: Stephen Hayes
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By:



Name: Richard Ong Pho
Title: Executive Director

Schedule A

U.S. Trademarks

United States Registered Trademarks

Trademark	Registration No.	Serial No.	Registered Owner
[Design Only]	5,581,125	86646065	FLEXDRIVE SERVICES, LLC
FLEXDRIVE	5,590,605	86646053	FLEXDRIVE SERVICES, LLC