

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM782957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aurora Innovations, Inc.		06/28/2021	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aurora Innovations, LLC		
<b>Street Address:</b>	29441 West Enid Rd.		
<b>City:</b>	Eugene		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97402		
<b>Entity Type:</b>	Limited Liability Company: OREGON		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86915268	PROCISION	
<b>Serial Number:</b>	86917330	AURORA INNOVATIONS	
<b>Serial Number:</b>	86443357	SOUL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	707-578-9333		
<b>Email:</b>	trademarks@stainbrookllp.com		
<b>Correspondent Name:</b>	Craig M. Stainbrook		
<b>Address Line 1:</b>	412 Aviation Blvd, Ste H		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95403		
<b>NAME OF SUBMITTER:</b>	Craig M. Stainbrook		
<b>SIGNATURE:</b>	/craig m. stainbrook/		
<b>DATE SIGNED:</b>	01/27/2023		
<b>Total Attachments: 14</b>			
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# 295843-98



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AURORA INNOVATIONS, LLC

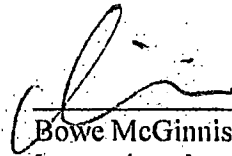
CNV

**ARTICLES OF CONVERSION  
(CORPORATION TO LIMITED LIABILITY COMPANY)**

1. Name of Business Entity Prior to Conversion: Aurora Innovations, Inc.
2. Type of Business Entity Prior to Conversion: Oregon corporation
3. Oregon Registry No.: 295843-98
4. Name of Business Entity After Conversion: Aurora Innovations, LLC
5. Type of Business Entity After Conversion: Oregon limited liability company
6. Effective Date of Conversion: 12:01 a.m. on June 25, 2021
7. The Plan of Conversion is on file at the following address, and a copy of the Plan of Conversion will be provided by the converted entity to any owner, upon request of the owner and at no cost to the owner: ~~29862 E Enid Rd., Eugene, OR 97402.~~ (see attached)
8. The duration of the LLC shall be perpetual.
9. The LLC will be managed by its member.
10. The LLC's physical street address, principal place of business, and mailing address to which notices required by ORS Chapter 63 may be mailed are:  
  
~~29862 E Enid Rd., Eugene, OR 97402~~ (see attached)
11. Name and address of the Registered Agent of Aurora Innovations, LLC:  
  
Ian T. Richardson  
Gleaves Swearingen, LLP  
975 Oak Street, Suite 800  
Eugene, OR 97401
12. Aurora Innovations, LLC shall indemnify each of its members and managers to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a member managing the affairs of the LLC, or is or was serving at the request of the LLC as a manager, director, officer, partner, trustee, employee or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. By action of the members, the LLC may provide indemnification to employees and agents of the LLC who are not members. The indemnification provided in this Article

shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of members, contract, or otherwise.

The undersigned, Bowe McGinnis, the Vice-President of Aurora Innovations Inc. and Vice-President of Aurora International Holdings, Inc. the sole member of Aurora Innovations, LLC, is an individual with direct knowledge of the operations and activities of Aurora Innovations Inc. and Aurora Innovations, LLC, and I declare under penalty of perjury that: (a) these Articles of Conversion do not fraudulently conceal, fraudulently obscure, fraudulently alter, or otherwise misrepresent the identity of any person or any members, managers, employees, or agents of Aurora Innovations Inc. or Aurora Innovations, LLC, and (b) this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines or imprisonment or both.



\_\_\_\_\_  
Bowe McGinnis, Vice-President of Aurora  
Innovations Inc. and Vice-President of Aurora  
Innovations Holdings, Inc. the sole member of  
Aurora Innovations, LLC

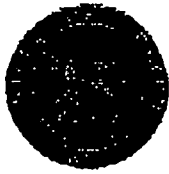
Person to contact about this filing:

Michael T. Faulconer

(541) 686-8833

Name

Daytime Telephone Number



Corporation/Limited Liability Company - Information Change

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 - sos.oregon.gov/business Phone: (503) 886-2200  
Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary. Fax: (503) 378-4381

REGISTRY NUMBER: 295843-98

ENTITY TYPE:  DOMESTIC  FOREIGN

In accordance with Oregon Revised Statute 102.410-102.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

1. NAME OF CORPORATION OR LIMITED LIABILITY COMPANY:

Aurora Innovations, LLC

2. BUSINESS ACTIVITY

Complete only the sections that you are updating.

6. ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:

3. PRINCIPAL PLACE OF BUSINESS: (Street Address)

29441 West Enid Rd.

Eugene, Oregon 97402

4. THE REGISTERED AGENT HAS BEEN CHANGED TO:

5. REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:

Must be an Oregon Street Address, which is identical to the registered agent's office.

7. THE NEW REGISTERED AGENT HAS CONSENTED TO THIS APPOINTMENT.

8. THE STREET ADDRESS OF THE NEW REGISTERED OFFICE AND THE BUSINESS ADDRESS OF THE REGISTERED AGENT ARE IDENTICAL.

The entity has been notified in writing of this change.

9. INDIVIDUAL WITH DIRECT KNOWLEDGE (Names and Addresses)  
List the name and address of at least one individual who is a director, or controlling shareholder of the corporation (member or manager of the LLC) or an authorized representative with direct knowledge of the operations and business activities of the corporation or LLC.

Bowe McGinnis

29441 W. Enid Rd.

Eugene, Oregon 97402

10. NAME(S) AND ADDRESS(ES) OF CORPORATE OFFICERS OR LLC MEMBERS/MANAGERS

Corporations list the name and address of one President and one Secretary (ORS 60.787, ORS 65.787, ORS 62.455, ORS 554.315). Limited Liability Companies list the name and addresses of the managers for a manager-managed limited liability company or the name and address of at least one member for a member managed limited liability company (ORS 63.787). Please attach a separate sheet of paper if needed. If making changes to this section, list all current names and addresses. This replaces what is currently on the record.

PRESIDENT OR OWNER(S) (MEMBERS): (Names and Addresses)

SECRETARY OR MANAGER(S): (Names and Addresses)

11. EXECUTION: I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

SIGNATURE:

PRINTED NAME:

Erik Bonn

TITLE:

Representative

CONTACT NAME: (To resolve questions with this filing)

Erik W. Bonn

PHONE NUMBER: (Include area code)

541-686-8833

FEES
No Processing Fee
Free copies are available at sos.oregon.gov/business using the Business Name Search program.

**PLAN OF CONVERSION**  
**for**  
**AURORA INNOVATIONS, INC., an Oregon corporation**  
**to**  
**AURORA INNOVATIONS, LLC, an Oregon limited liability company**

The following Plan of Conversion, dated effective June 25, 2021, converts Aurora Innovations, Inc. from an Oregon corporation to an Oregon limited liability company pursuant to ORS §§ 63.470 and 60.472, as set forth below in this Plan of Conversion ("Plan").

**1. ENTITY BEFORE CONVERSION**

The name and type of the business entity before conversion is Aurora Innovations, Inc., an Oregon corporation (the "Corporation").

**2. ENTITY AFTER CONVERSION**

The name and type of the business entity after conversion is Aurora Innovations, LLC, an Oregon limited liability company (the "LLC").

**3. MATERIAL TERMS AND CONDITIONS OF CONVERSION**

- 3.1 The effective date of this Plan and the conversion of the Corporation to the LLC is June 25, 2021 ("Effective Date").
- 3.2 This Plan, including its exhibits and attachments, was approved by the unanimous consent of the directors and shareholders holding one hundred percent (100%) of the shares of stock in the Corporation.
- 3.3 The manner and basis of converting shares of stock in the Corporation to membership/ownership interests ("Membership Interests") in the LLC is set forth below in Section 4.
- 3.4 The Operating Agreement of Aurora Innovations, LLC ("Operating Agreement") is attached hereto as Exhibit A.

**4. MANNER AND BASIS OF CONVERTING OWNERSHIP INTERESTS**

On the Effective Date, each shareholder in the Corporation will become a member in the LLC, and the number of common shares held by each shareholder will automatically be converted to a like number of units in the LLC, such that the percentage interest held by each shareholder in the Corporation will be converted into the same percentage Membership Interest in the LLC.

**5. EFFECT OF CONVERSION**

- 5.1 Pursuant to ORS § 63.479, the Corporation continues its existence as the LLC, despite the conversion;
- 5.2 Title to all property owned by the Corporation is vested in the LLC by virtue of the conversion without reversion or impairment;
- 5.3 All obligations of the Corporation, including, without limitation, contractual, tort, statutory, and administrative obligations, are obligations of the LLC;
- 5.4 Any action or proceeding pending against the Corporation or its owners may be continued as if the conversion had not occurred, or the LLC may be substituted as a party to the action or proceeding;
- 5.5 The shares of each shareholder of the Corporation that are to be converted to units in the LLC are converted as provided in this Plan; and
- 5.6 Liability of each director of the Corporation (including, without limitation, contractual, tort, statutory and administrative obligations), will be determined: (1) as to liabilities incurred by the Corporation prior to conversion, according to laws applicable prior to conversion; and (2) as to liabilities incurred by the LLC after conversion, according to laws applicable after conversion.

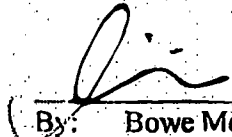
**6. GOVERNING DOCUMENTS**

On and after the Effective Date, the members of the LLC will be bound by this Plan, the Articles and the Operating Agreement.

*[Signature on following page]*

IN WITNESS WHEREOF, Aurora Innovations Inc. has caused this Plan to be executed by its duly authorized officers as of the date first written above.

AURORA INNOVATIONS INC.



By: Bowe McGinnis  
Its: Vice-President



EXHIBIT A

Operating Agreement

**AURORA INNOVATIONS, LLC**

**OPERATING AGREEMENT**

**DATED: JUNE 25, 2021**

**MEMBER:** AURORA INNOVATIONS HOLDINGS, INC.

PREPARED BY:  
GLEAVES SWEARINGEN LLP  
975 OAK STREET, SUITE 800  
EUGENE, OREGON 97401  
(541) 686-8833

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EXHIBIT A – PLAN OF CONVERSION (AURORA INNOVATIONS, INC.)

**TRADEMARK**  
**REEL: 007954 FRAME: 0597**

**OPERATING AGREEMENT  
OF  
AURORA INNOVATIONS, LLC**  
an Oregon Limited Liability Company

MEMBER: AURORA INNOVATIONS HOLDINGS, INC.  
(the "Member")

EFFECTIVE DATE: JUNE 25, 2021

RECITALS:

- A. The Member, having received its interest in the LLC by conversion of Aurora Innovations Inc. into the LLC pursuant to Articles of Conversion filed on June 25, 2021, wishes to enter into this Operating Agreement (the "Agreement") pursuant to ORS 63.057.
- B. For the foregoing purposes, and others, Member enters into this Operating Agreement (the "Agreement") pursuant to ORS 63.057.

SECTION 1 - FORMATION

1.1. NAME

The name of this limited liability company (the "LLC") is Aurora Innovations, LLC.

1.2. ARTICLES OF ORGANIZATION

The LLC's Articles of Conversion were filed with the Oregon Secretary of State on June 25, 2021.

1.3. DURATION

The duration of the LLC shall be perpetual and unlimited.

1.4. PRINCIPAL PLACE OF BUSINESS

The principal office of the LLC shall be 29862 E. Enid Rd., Eugene, OR 97402. Member may relocate the principal office or establish additional offices from time to time.

1.5. REGISTERED OFFICE AND REGISTERED AGENT

The LLC's registered office shall be 975 Oak Street, Suite 800, Eugene, Oregon 97401, and the name of its initial registered agent at that address shall be Ian T. Richardson.

SECTION 2 - CONTRIBUTION

2.1. OWNERSHIP OF UNITS

The Member's ownership of Units is set forth in Exhibit A.

SECTION 3 - MANAGEMENT

3.1. MANAGEMENT BY MEMBER

As provided in the Articles of Conversion, the LLC shall be Member managed. The Member shall be the agent of the LLC with authority to bind the LLC in the ordinary course of its business. Every contract, agreement or other instrument or document executed by Member shall be conclusive evidence in favor of any person relying thereon or claiming thereunder that (a) at the time of the execution and delivery thereof, the LLC was in full force and effect, (b) such instrument or document was duly executed and authorized and is binding upon the LLC and its Member, and (c) the Member executing the instrument or document was duly authorized and empowered to execute and deliver it for and on behalf of the LLC.

SECTION 4 – OFFICERS

4.1. PRESIDENT

The day-to-day operations of the LLC shall be managed by its President, who shall be appointed by, and will serve until removed or replaced by the Member, or until the President's earlier death, resignation, or incapacity (incapacity meaning "financially incapacitated" as defined by Oregon law applicable to conservatorships). The initial President shall be Bowe McGinnis.

SECTION 5 - ACCOUNTING AND RECORDS

5.1. BOOKS OF ACCOUNT

The LLC's books and records, a register showing the name and address of the Member, and this Agreement shall be maintained by the Member. The Member shall keep books and records of the operation of the LLC that are appropriate and adequate for the LLC's business and for the implementation of this Agreement.

## 5.2. FISCAL YEAR

The fiscal year of the LLC shall be the calendar year.

## SECTION 6 - DISSOLUTION

### 6.1. EVENTS OF DISSOLUTION

Except as otherwise provided in this Agreement, the LLC shall only dissolve upon the vote of Member.

### 6.2. LIQUIDATION UPON DISSOLUTION AND WINDING UP

Upon the dissolution of the LLC, the Member shall wind up the affairs of the LLC. A full account of the assets and liabilities of the LLC shall be taken. The assets of the LLC shall be applied as required by the Oregon Limited Liability Company Act.

## SECTION 7 - INDEMNIFICATION

### 7.1. INDEMNIFICATION

The LLC shall indemnify the Member to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorneys' fees) incurred or suffered by reason of or arising from the fact that such person is or was a Member of the LLC, or is or was serving at the request of the LLC as a manager, Member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The LLC may, with the consent of the Member, provide indemnification to employees and agents of the LLC who are not Members or managers. The indemnification provided in this Section 6.1 shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of Member, contract, or otherwise.

### 7.2. LIMITATION OF LIABILITY

The Member of the LLC shall not be liable to the LLC for monetary damages for conduct as manager of the LLC's business and affairs, except to the extent that the Oregon Limited Liability Company Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of such Member liability. No repeal or amendment of this Section 6.2 or of the Oregon Limited Liability Company Act shall adversely affect any right or protection of a Member for actions or omissions prior to the repeal or amendment.

## SECTION 8 - MISCELLANEOUS

### 8.1. GOVERNING LAW

The internal laws of the State of Oregon shall govern the validity of this Agreement, the construction of its terms, and interpretation of the rights and duties of the parties.

### 8.2. OREGON LIMITED LIABILITY COMPANY ACT REFERENCES

Each reference in this Agreement to the "Act" or the "Oregon Limited Liability Company Act" shall be to the Oregon Limited Liability Company Act of 1995, as amended.

### 8.3. NO THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are intended solely for the benefit of Member and shall create no rights or obligations enforceable by any third party, including, without limitation, creditors of the LLC, except as otherwise provided by applicable law.

*[Signatures on following page]*

IN WITNESS WHEREOF, this Agreement was executed, effective as of the Effective Date set forth above, by the undersigned, constituting the sole Member of Aurora Innovations, LLC, an Oregon limited liability company.

**MEMBER:**

AURORA INNOVATIONS HOLDINGS, INC.

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Bowe McGinnis, Vice President

#295843-98

**EXHIBIT A**

MEMBER	UNITS
Aurora Innovations Holdings, Inc.	1,000 units
<b>TOTAL:</b>	<b>1,000 units</b>