

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		09/13/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	LYFT BIKES AND SCOOTERS, LLC		
Street Address:	185 BERRY STREET		
Internal Address:	SUITE 400		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3857861	NICE RIDE MINNESOTA	
Registration Number:	3857860	NR	
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:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2230		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	09/14/2023		
Total Attachments: 5			

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Partial Release") is dated as of September 13, 2023 by JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (in such capacity, the "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") in favor of LYFT BIKES AND SCOOTERS, LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used, but not otherwise defined herein have the meanings assigned to them in the Guarantee and Collateral Agreement or, if not defined therein, the Trademark Security Agreement (each as defined below).

WITNESSETH

WHEREAS, in connection with the Credit Agreement, the Grantor and the Agent entered into that certain Guarantee and Collateral Agreement, dated as of November 3, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered to the Agent one or more intellectual property security agreements, including that certain Trademark Security Agreement, dated as of November 3, 2022 (the "Trademark Security Agreement") and recorded with the United States Patent and Trademark Office on November 3, 2022 at Reel/Frame No. 7903/0944;

WHEREAS, pursuant to the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor granted, collaterally assigned and pledged to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title or interest of the Grantor in or to the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule A attached thereto;

WHEREAS, the Trademarks of Grantor listed on Schedule I attached hereto (the "Released Trademark Collateral") were included in the Trademark Collateral; and

WHEREAS, the Grantor has notified the Agent that the Released Trademark Collateral has been sold and has requested, and the Agent has agreed, to provide this Partial Release in order to release its Security Interest solely in the Released Trademark Collateral, and to reconvey any right, title, or interest that the Agent may have in and to the Released Trademark Collateral to the Grantor.

NOW, THEREFORE, for and in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Release, the Agent hereby (i) TERMINATES, without recourse, representation, or warranty of any kind or nature, all of its Security Interest in the Released Trademark Collateral, (ii) RELEASES and discharges, without recourse, representation, or warranty of any kind or nature, all of its Security Interest in the Released Trademark Collateral, and, (iii) if and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral, retransfers and reassigns to the Grantor such right, title or interest, without recourse, representation or warranty of any kind or nature.

This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other Trademark Collateral arising under the Trademark Security Agreement or the Guarantee and Collateral Agreement. Except as expressly modified hereby, the Trademark Security Agreement and

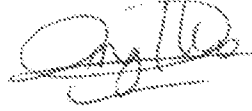
the Guarantee and Collateral Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

THIS PARTIAL RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE UNDER, ARISING OUT OF OR RELATING TO THIS PARTIAL RELEASE 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Partial Release to be duly executed and delivered as of the date first written above.

JPMORGAN CHASE BANK, N.A., as Agent



By: _____

Name: Richard Ong Pho

Title: Executive Director

LYFT BIKES AND SCOOTERS, LLC, as Grantor

By: Janet Duncan
Name: Janet Duncan
Title: Treasurer

SCHEDULE I
to
PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

U.S. TRADEMARKS

Trademark	Registration No.	Serial No.	Registered Owner
NICE RIDE MINNESOTA	3,857,861	77760076	LYFT BIKES AND SCOOTERS, LLC
NR	3,857,860	77760065	LYFT BIKES AND SCOOTERS, LLC