

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Noze, Incorporated</td> <td></td> <td>05/01/2012</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Noze, Incorporated		05/01/2012	CORPORATION: CALIFORNIA				
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RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Public Bikes, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>123 South Park</td> </tr> <tr> <td>City:</td> <td>SAN FRANCISCO</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94107</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CALIFORNIA</td> </tr> </table>				Name:	Public Bikes, Inc.	Street Address:	123 South Park	City:	SAN FRANCISCO	State/Country:	CALIFORNIA	Postal Code:	94107	Entity Type:	CORPORATION: CALIFORNIA
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3838633</td> <td>PUBLIC</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3838633	PUBLIC						
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Registration Number:	3838633	PUBLIC													
CORRESPONDENCE DATA															
Fax Number: 4159895143 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 415 781 4400 Email: syvia@mbvlaw.com Correspondent Name: Syvia L. Magid - MBV Law LLP Address Line 1: 855 Front Street Address Line 4: SAN FRANCISCO, CALIFORNIA 94111															
ATTORNEY DOCKET NUMBER:	023638														
NAME OF SUBMITTER:	Syvia L. Magid														
Signature:	/Syvia L. Magid/														
Date:	05/24/2012														
Total Attachments: 2 source=Noze Trademark Assignment Agreement (EXECUTED)#page1.tif source=Noze Trademark Assignment Agreement (EXECUTED)#page2.tif															

CH \$40.00 3838633

NOZE, INCORPORATED/PUBLIC BIKES, INC.
TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“IP Assignment”) is made and entered into as of May 1, 2012, by and between NOZE, INCORPORATED, a California corporation (“Assignor”), and PUBLIC BIKES, INC., a California corporation (“Assignee”).

RECITALS

A. Assignor possesses rights with respect to the registered federal trademark PUBLIC (Registration Number 3838633) (the "Trademark").

B. Assignor desires to assign the Trademark to Assignee and Assignee desires to be assigned the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I
ASSIGNMENT

1.1 Assignment. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignor hereby sells, assigns, grants, transfers, conveys, and sets over to Assignee and its successors, assigns, and nominees absolutely and forever all Assignor’s entire right, title and interest worldwide in the Trademark all of the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

1.2 Recordal of the Assignment. Assignor hereby authorizes Assignee to request the relevant Governmental Entity in each applicable country or jurisdiction to record Assignee as the assignee and owner of the Trademark, as applicable, and hereby consents to such recordal. Assignor also agrees at the reasonable request of Assignee, to furnish such further information, execute and deliver further instruments of transfer and assignment and to take such other action as Assignee may reasonably request for the purpose of carrying out the intent of this IP Assignment.

ARTICLE II
MISCELLANEOUS

2.1 Governing Law; Venue. This IP Assignment will be governed by the laws of the State of California, without regard to conflicts of laws principles.

2.2 Severability. Any portion of this IP Assignment which a court of competent jurisdiction shall determine to be void or unenforceable against public policy, or for any other reason, shall be deemed to be severable from this IP Assignment and shall have no effect on the

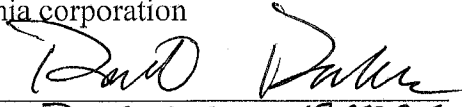
other covenants or provisions in this IP Assignment. It is agreed that the court shall be empowered to reform and construe any provision which would otherwise be void or unenforceable in a manner that will be valid and enforceable to the maximum extent permitted by law.

2.3 Counterparts. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS THEREOF, the parties have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date set forth above.

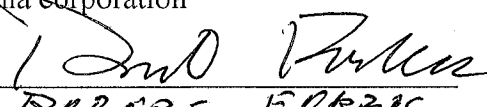
ASSIGNOR:

NOZE, INCORPORATED,
a California corporation

By: 
Name: ROBERT FORBES
Title: PRESIDENT

ASSIGNEE:

PUBLIC BIKES, INC.,
a California corporation

By: 
Name: ROBERT FORBES
Title: PRESIDENT