

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uber Technologies, Inc.		07/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Goldman Sachs Lending Partners LLC
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	4209984	U
Registration Number:	3977893	UBER
Registration Number:	3842416	UBERCAB
Serial Number:	85816634	EVERYONE'S PRIVATE DRIVER
Serial Number:	85734092	U
Serial Number:	85545176	U

CORRESPONDENCE DATA	
Fax Number:	9177777373
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-735-3000
Email:	andrew.patrick@skadden.com
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP
Address Line 1:	Four Times Square
Address Line 2:	Attn: John Deming, Esq.
Address Line 4:	New York, NEW MEXICO 10036

CH \$165.00 4209984

TRADEMARK

ATTORNEY DOCKET NUMBER:	244130/1319
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	07/11/2013
Total Attachments: 5 source=Uber Trademark Security Agreement#page1.tif source=Uber Trademark Security Agreement#page2.tif source=Uber Trademark Security Agreement#page3.tif source=Uber Trademark Security Agreement#page4.tif source=Uber Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 10, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this **“Agreement”**), is made by Uber Technologies, Inc., a Delaware Corporation, (the **“Grantor”**) in favor of Goldman Sachs Lending Partners LLC, a Delaware LLC with offices located at 200 West Street, New York, New York 10282-2198, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the **“Collateral Agent”**).

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of July 10, 2013 (the **“Pledge and Security Agreement”**) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (all of which being hereinafter collectively referred to as the **“Trademark Collateral”**):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, but solely to the extent, if any, that, and

solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such application under applicable federal law; provided, that, to the extent that such application is excluded from the Collateral, upon the submission and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, such application shall automatically be included in the Collateral without any further action on any party’s part.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

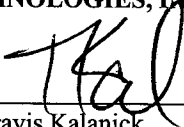
SECTION 6. Termination

This Agreement shall terminate and any liens shall automatically be released in accordance with the provisions set forth in Section 11 of the Pledge and Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

UBER TECHNOLOGIES, INC.

By: 
Name: Travis Kalanick
Title: Chief Executive Officer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005067 FRAME: 0584

Accepted and Agreed:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:



Authorized Signatory

Robert Ehudin
Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Uber Technologies, Inc.	United States	EVERYONE'S PRIVATE DRIVER	85816634	7-Jan-2013
Uber Technologies, Inc.	United States	U Logo	4209984	18-Sep-2012
Uber Technologies, Inc.	United States	U Logo	85734092	20-Sep-2012
Uber Technologies, Inc.	United States	U Logo	85545176	16-Feb-2012
Uber Technologies, Inc.	United States	UBER	3977893	14-Jun-2011
Uber Technologies, Inc.	United States	UBERCAB	3842416	31-Aug-2010