# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM532556

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Social Bicycles LLC			Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Uber Technologies, Inc.	
Street Address:	1455 Market Street Suite 400	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94103	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	87748823	JUMP	
Registration Number:	5162481	BAY BIKES	

# **CORRESPONDENCE DATA**

Fax Number:

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.

tmprosecution@uber.com, Trademarks@fenwick.com Email:

**Correspondent Name:** Stephen Garcia

Address Line 1: 1455 Market Street Suite 400

Address Line 4: San Francisco, CALIFORNIA 94103

NAME OF SUBMITTER:	Stephen Garcia
SIGNATURE:	/Stephen Garcia/
DATE SIGNED:	07/18/2019

**Total Attachments: 2** 

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> **TRADEMARK** REEL: 006697 FRAME: 0856

### **EXHIBIT C**

# TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made and entered into on the date it is signed by the last of the signatories identified below ("Effective Date") by and between Uber Technologies, Inc., a Delaware corporation with its principal place of business in San Francisco, California ("Uber Technologies"), and Social Bicycles LLC, a Delaware limited liability company ("Jump"). Uber Technologies and Jump are collectively referred to herein as the "Parties."

#### **RECITALS**

WHEREAS, Jump is the owner of the trademark applications for the marks listed below ("Jump Applications") for use in connection with the Goods and Services Designation on file with the indicated intellectual property office:

United States Patent and Trademark Office:

<u>Mark</u>	Serial Number	Registration Number
BAY BIKES	86873760	5162481
JUMP	87503611	N/A
JUMP	87748823	N/A

United Kingdom Intellectual Property Office:

<u>Mark</u>	Serial Number	Registration Number
JUMP	UK00003278433	UK00003278433

European Union Intellectual Property Office:

<u>Mark</u>	<u>Serial Number</u>	Registration Number
JUMP	17621541	N/A

WHEREAS, Jump has adopted, used, is using and has acquired goodwill associated with and symbolized by said marks that are the subject of the Jump Applications and has not abandoned the same;

WHEREAS, Uber Technologies desires to acquire Jump's rights, title, and interest in and to the marks that are the subject of the Jump Applications , together with the goodwill inherent therein; and

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WHEREAS, Jump has agreed to and is willing to sell, assign, and transfer to Uber Technologies all rights, title, and interest in and to the marks that are the subject of the Jump Applications , together with the goodwill inherent therein;

Now THEREFORE, for other good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- $\underline{\mathbf{l}}$  Jump hereby sells, transfers and assigns to Uber Technologies all rights, title and interest Jump has in and to the marks that are the subject of the Jump Applications , together with (i) the goodwill of the business symbolized by said marks that are the subject of the Jump Applications , (ii) all registration(s) and application(s) for the marks that are the subject of the Jump Applications , and (iii) any and all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for infringement of the marks that are the subject of the Jump Applications .
- <u>2.</u> Jump hereby consents to the recordation of this assignment in any applicable jurisdictions and before appropriate trademark offices. Jump will assist Uber Technologies and execute additional documents and instruments as may be reasonably necessary to secure, perfect, maintain, confirm, or evidence the rights hereby transferred.
- 3. The Parties agree that this Agreement may be executed using electronic signatures, including scanned copies of signatures in PDF format, and such electronic signature pages shall in all respects be binding on all Parties hereto and thereto as if such signature pages were originally delivered. The Parties further agree that original signature pages for all such electronic signature pages shall be delivered to the other party to this Agreement within ten (10) days after execution of this Agreement by all the Parties. This Agreement may be executed in multiple counterparts, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto duly execute this Agreement.

# SOCIAL BICYCLES LLC

Name: Keir Gumbs

Title: Manager

Date: April 12, 2019

UBER TECHNOLOGIES, INC.

Name: François Chadwick

Title: Vice President, Tax

**RECORDED: 07/18/2019** 

Date: April 12, 2019