

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567065

|   |                                 |                       |                     |
|---|---------------------------------|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                  |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>  | NUNC PRO TUNC ASSIGNMENT        |                       |                     |
| <b>EFFECTIVE DATE:</b>  | 01/07/1999                      |                       |                     |
| <b>CONVEYING PARTY DATA</b>   |                                 |                       |                     |
| <b>Name</b>   | <b>Formerly</b>                 | <b>Execution Date</b> | <b>Entity Type</b>  |
| Herta Kriegner  |                                 | 03/12/2020            | INDIVIDUAL: AUSTRIA |
| <b>RECEIVING PARTY DATA</b>   |                                 |                       |                     |
| <b>Name:</b>  | Uber, Inc.                      |                       |                     |
| <b>Street Address:</b>  | 231 west 29th street suite 1204 |                       |                     |
| <b>City:</b>  | New York                        |                       |                     |
| <b>State/Country:</b>   | NEW YORK                        |                       |                     |
| <b>Postal Code:</b>   | 10001                           |                       |                     |
| <b>Entity Type:</b>   | Corporation: NEW YORK           |                       |                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                 |                       |                     |
| <b>Property Type</b>  | <b>Number</b>                   | <b>Word Mark</b>      |                     |
| <b>Serial Number:</b>   | 88465110                        | UBER                  |                     |
| <b>CORRESPONDENCE DATA</b>  |                                 |                       |                     |
| <b>Fax Number:</b>  | 8667749005                      |                       |                     |
| <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>   | 646 484 9569                    |                       |                     |
| <b>Email:</b>   | gmavronicolas@mavrolaw.com      |                       |                     |
| <b>Correspondent Name:</b>  | Greg Mavronicolas               |                       |                     |
| <b>Address Line 1:</b>  | 228 East 45th Street, 6th Floor |                       |                     |
| <b>Address Line 4:</b>  | New York, NEW YORK 10017        |                       |                     |
| <b>NAME OF SUBMITTER:</b>   | Greg Mavronicolas               |                       |                     |
| <b>SIGNATURE:</b>   | /Greg Mavronicolas/             |                       |                     |
| <b>DATE SIGNED:</b>   | 03/13/2020                      |                       |                     |
| <b>Total Attachments: 3</b>   |                                 |                       |                     |
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| source=Scanned from a Xerox Multifunction Printer#page2.tif   |                                 |                       |                     |
| source=Scanned from a Xerox Multifunction Printer#page3.tif   |                                 |                       |                     |

OP \$40.00 88465110

## **NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS**

This *Nunc Pro Tunc* Assignment of Trademark Rights ("**Assignment**"), effective as of January 7, 1999 (the "**Effective Date**"), is made by and between Herta Kriegner, an individual ("**Assignor**"), and Uber, Inc., a New York Corporation ("**Assignee**").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to all common law trademark rights, and all subsisting federal trademark applications, set forth in Schedule A hereto (the "**Trademarks**");

**WHEREAS**, Assignor, desires to formally memorialize the assignment of all Assignor Trademark assets and all goodwill of the business associated with and symbolized by the Trademarks to Assignee a New York Corporation;

**WHEREAS**, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks, and all goodwill of the business associated with and symbolized by the Trademarks and Assignor is desirous of formally assigning to Assignee all right, title and interest in and to the Trademarks, and all goodwill of the business associated with and symbolized by the Trademarks; and

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

1. *Nunc Pro Tunc Assignment*. Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor's right, title and interest in and to the Trademarks, and all subsisting Trademark applications, as set forth on Schedule A hereof, (b) all goodwill of the business associated with and symbolized by the Trademarks and thus all goodwill of the ongoing and existing business to which the Trademarks pertains and with which the Trademarks are used or are intended to be used, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any equivalent agency, in connection with or otherwise based upon the Trademarks, and (e) all right, title and interest to collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. Miscellaneous.

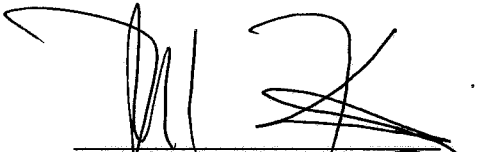
(a) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(b) Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

**IN WITNESS WHEREOF**, the undersigned has caused this *Nunc Pro Tunc* Assignment of Trademark Rights to be executed by a duly authorized officer, as of the below date.

Dated: March 12, 2020

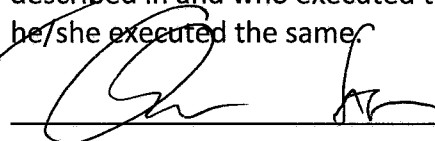
**ASSIGNOR:**

  
Name: Herta Kriegner

STATE OF NY )

SS.: COUNTY OF NY )

On this 12<sup>th</sup> day of March, 2020, before me personally came HERTA KRIEGNER, to me known and known to me to be the person described in and who executed the foregoing instrument and ~~he~~/she acknowledged to me that ~~he~~/she executed the same.

 Notary Public

Seal

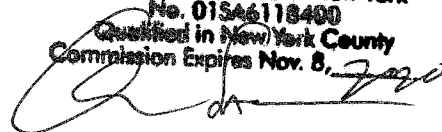
AMI SASSON  
Notary Public, State of New York  
No. 01546118400  
Qualified in New York County  
Commission Expires Nov. 8, 2020  


EXHIBIT A  
TRADEMARKS

|   | Serial Number   | Word Mark   |
|---|-----------------|-------------|
| 1 | <u>88465110</u> | <u>UBER</u> |