

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neutron Holdings, Inc.		05/07/2020	Corporation: 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: 8			
Property Type	Number	Word Mark	
Serial Number:	88010478	LIME	
Serial Number:	88480142	LIME	
Serial Number:	88014232		
Serial Number:	88514013		
Registration Number:	5470652	LIMEBIKE	
Serial Number:	87786032	LIME-S	
Registration Number:	5921906	LIME-S	
Serial Number:	88349111	UNLOCK LIFE	
CORRESPONDENCE DATA			
Fax Number:	4156932000		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	323372-153		
NAME OF SUBMITTER:	C. Rhem		

CH \$215.00 88010478

SIGNATURE:	/CR/
DATE SIGNED:	05/07/2020
Total Attachments: 7 source=Project Pacifico - Trademark Security Agreement (United) (Final) (05.07.20)#page1.tif source=Project Pacifico - Trademark Security Agreement (United) (Final) (05.07.20)#page2.tif source=Project Pacifico - Trademark Security Agreement (United) (Final) (05.07.20)#page3.tif source=Project Pacifico - Trademark Security Agreement (United) (Final) (05.07.20)#page4.tif source=Project Pacifico - Trademark Security Agreement (United) (Final) (05.07.20)#page5.tif source=Project Pacifico - Trademark Security Agreement (United) (Final) (05.07.20)#page6.tif source=Project Pacifico - Trademark Security Agreement (United) (Final) (05.07.20)#page7.tif	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF MAY 7, 2020 (AS AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME.), BY AND AMONG THE BANK OF MONTREAL AS THE SENIOR LENDER, THE SECURED PARTY AS THE SUBORDINATED LENDER AND NEUTRON HOLDINGS, INC.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 7, 2020 (this “Agreement”), is made by Neutron Holdings, Inc., a Delaware corporation (the “Grantor”), in favor of UBER TECHNOLOGIES, INC., as the secured party (together with its successor, the “Secured Party”).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of May 7, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Note Purchase Agreement”), between the Grantor, as issuer, and the Secured Party, as lender, the Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, in connection with the Note Purchase Agreement, the Grantor has executed and delivered a Security Agreement, dated as of May 7, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Note Purchase Agreement and the Security Agreement, and subject to the terms of the Intercreditor Agreement, the Grantor is required to grant to the Secured Party for its benefit a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Intercreditor Agreement, the Grantor hereby collaterally assigns, pledges, hypothecates, charges and mortgages to the Secured Party, for its benefit and hereby grants to the Secured Party for its benefit a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the “Trademark Collateral”):

(a) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademark"), with the exception of any intent-to-use trademark applications prior to the filing of a "statement of use" with respect thereto, to the extent and for so long as creation by the Grantor of a security interest therein would result in the abandonment, invalidation or unenforceability thereof; provided, that such security interest shall attach immediately and automatically without further action when such prohibition is repealed, rescinded or otherwise ceases to be effective;

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto, with the exception of those licenses or other agreements that the grant of the security interest therein would (A) constitute a violation of a valid and enforceable restriction in favor of a third party (other than an Obligor) on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such license or other agreement (other than an Obligor) the right to terminate its obligations thereunder; provided, that the foregoing exclusions in the preceding clauses (A) and (B) shall in no way be construed to apply to the extent that the condition is unenforceable under Sections 9-406, 9-407, 9-408 or 9-409 of the NYUCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable governmental law; provided, further, that such security interest shall attach immediately and automatically without further action when the condition shall be remedied and, to the extent severable, shall attach immediately to any portion of such assets or rights that does not result in any of the consequences specified in the preceding clauses (A) or (B);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Release of Liens. Upon (i) the disposition of any Trademark Collateral to the extent permitted by the Note Purchase Agreement and the Intercreditor Agreement or (ii) the termination of the Note Purchase Agreement in accordance with the terms thereby, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, pursuant to the terms of the Intercreditor Agreement, the Secured Party will, at the Grantor's sole expense, without any representations, warranties or recourse of any kind whatsoever, (x) deliver to the Grantor all Trademark Collateral held by the Secured Party hereunder and (y) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the Intercreditor Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Note Document. This Agreement is a Note Document executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Section 9.1 thereof.

SECTION 7. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a

signature page to this Agreement by facsimile (or other electronic) transmission shall be effective as a delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

NEUTRON HOLDINGS, INC.

By:  8DE4C18A9E334E7

Name: Wayne Ting
Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

UBER TECHNOLOGIES, INC., as Secured
Party

By: Jennifer Jarrett

Name: Jennifer Jarrett

Title: VP, Corporate Development and Capital Markets

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006933 FRAME: 0238

SCHEDULE I

Item A. Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Registration No.</u>
LIME	Neutron Holdings, Inc.	United States		21-Jun-2018	88/010478		
LIME	Neutron Holdings, Inc.	United States		19-Jun-2019	88/480142		
LIME DESIGN (Logo)	Neutron Holdings, Inc.	United States		25-Jun-2018	88/014232		
LIME DESIGN (Logo)	Neutron Holdings, Inc.	United States		15-Jul-2019	88/514013		
LIMEBIKE	Neutron Holdings, Inc.	United States		20-Jan-2017	87/308699	15-May-2018	5470652
LIME-S	Neutron Holdings, Inc.	United States		06-Feb-2018	87/786032		
LIME-S	Neutron Holdings, Inc.	United States		06-Feb-2018	87/982117	26-Nov-2019	5921906
UNLOCK LIFE	Neutron Holdings, Inc.	United States		20-Mar-2019	88/349111		

Item B. Trademark Licenses

None.