

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Supershuttle International, Inc.		03/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WHC zShuttle, LLC		
Street Address:	1303 S. Longmore Rd., Suite #7		
City:	Mesa		
State/Country:	ARIZONA		
Postal Code:	85202		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1629477	SUPERSHUTTLE	
Registration Number:	1629481	SUPERSHUTTLE	
Registration Number:	1422276	SUPERSHUTTLE	
Registration Number:	4251556	SUPERSHUTTLE	
Registration Number:	5498142	SUPERSHUTTLE	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	82236.00001		
NAME OF SUBMITTER:	David E. Rogers		
SIGNATURE:	/David E. Rogers/		
DATE SIGNED:	11/02/2020		
Total Attachments: 28			

CH \$140.00 1629477

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and effective as of March 9, 2020 among WHC zShuttle, LLC, a Missouri limited liability company (“Buyer”), SuperShuttle International, Inc., a Delaware Corporation (“Seller”), and WHC Worldwide, LLC, a Missouri limited liability company and the sole member of Buyer (“Buyer Guarantor”). In consideration of the representations, warranties and covenants set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

ARTICLE I

PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Purchased Assets.

(a) Purchase and Sale of Intellectual Property. Upon the terms set forth in this Agreement, Seller hereby sells and transfers to Buyer, and Buyer hereby purchases and accepts from Seller, all right, title and interest of Seller in and to the Seller Intellectual Property and the Assumed Contract(s) (together the “Purchased Assets”). Seller is concurrently delivering certain intellectual property assignments, better documenting the assignment of the Tradenames and Internet Addresses.

(b) Seller Intellectual Property. “Seller Intellectual Property” means any and all of the following owned by the Seller:

(i) the trade dress and tradenames, logos, trademarks and service marks, related registrations and applications, and any renewals or extensions, and all other indicia of commercial source or origin, in each case related to the names SuperShuttle, Express by SuperShuttle and ExecuCar and set forth in Schedule 1.1(b)(i) (“Tradenames”);

(ii) all uniform resource locators and related registrations and applications and any renewals or extensions in each case related to the Tradenames and set forth in Schedule 1.1(b)(ii) (“Internet Addresses”);

(iii) all telephone numbers associated with the Tradenames;

(iv) all licenses, applications, software keys, intellectual property, manuals, technical specifications, etc. for the SuperShuttle dispatch system, commonly referred to as SDS; and

(v) all licenses, applications, software keys, intellectual property, manuals, and technical specifications for the SuperShuttle and ExecuCar mobile applications and websites, including the system components described on Schedule 1.1(b)(v).

Notwithstanding the foregoing, right, title and interest to the Purchased Assets identified on Schedule 4.3 Items 1 through 19, shall not be sold and transferred on the date of this Agreement and shall instead be transferred at a later date and in the manner determined by the parties as specified on such schedule.

(c) “Assumed Contract(s)” means Seller’s affiliate agreement(s) set forth in Schedule 1.1(c). Said Schedule shows the amount of (i) prepaid fees for reservations made by customers under the Assumed Contracts (“Prepaid Amounts”) and (ii) accounts payable from Seller or its Affiliates to Buyer or its Affiliates under the Assumed Contracts (“Payables Amounts”) and, together with the Prepaid Amounts, the “Seller Commercial Obligations”).

1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1, Seller shall not sell, convey, assign or transfer to Buyer, and Buyer shall not purchase or acquire from Seller, any right, title or interest in any assets of Seller other than the Purchased Assets. Without limitation, (a) all accounts receivable, (b) the Universal Routing Engine (URE), (c) all hardware, and (d) all financial, operational, customer, vendor, employee and other data, except as expressly set forth in Section 1.1(b), are Excluded Assets.

1.3 Assumed Liabilities. Buyer hereby assumes and agrees to pay, perform and discharge, as and when due, the following, and only the following, liabilities and obligations of Seller (collectively, the “Assumed Liabilities”): all liabilities and obligations of Seller arising from and after the date of this Agreement under the Assumed Contract(s).

1.4 Excluded Liabilities. Buyer shall not assume or agree to pay, perform and discharge any Liabilities of Seller other than the Assumed Liabilities.

1.5 Nonassignable Rights. Notwithstanding anything to the contrary in this Agreement, no rights of Seller that would otherwise constitute a Purchased Asset shall be deemed sold, transferred or assigned to Buyer pursuant to this Agreement if the attempted sale, transfer or assignment thereof to Buyer without the consent or approval of another party or government entity would be ineffective, would constitute a breach of contract or a violation of law or would in any other way materially adversely affect the rights of Seller (or Buyer as transferee or assignee) and such consent or approval is not obtained on or prior to the date of this Agreement. In such case, to the extent possible, (a) the beneficial interest in or to such rights (collectively, the “Beneficial Rights”) shall in any event pass as of the date of this Agreement to Buyer under this Agreement; and (b) pending such consent or approval, Buyer shall assume or discharge the liabilities and obligations of Seller under such Beneficial Rights as agent for Seller, and Seller shall act as Buyer’s agent in the receipt of any benefits, rights or interest received from the Beneficial Rights. Buyer and Seller shall use their reasonable efforts, without any requirement of Seller to expend any money, incur any liability, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party, to obtain and secure all consents and approvals that may be necessary to effect the legal and valid sale, transfer or assignment of the rights underlying the Beneficial Rights, including their formal assignment or novation, if advisable. Buyer and Seller shall make or complete such transfers as soon as reasonably possible and cooperate with each other in any other reasonable arrangement designed to provide for Buyer the Beneficial Rights, including enforcement at the cost and for the account of Buyer of all rights of Seller against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise, and to provide for

Buyer to discharge all liabilities or obligations arising under such rights. Notwithstanding anything to the contrary in this Section 1.5, it is the responsibility of Buyer to obtain any necessary consents to or approvals of assignment.

1.6 Effective Time. Unless otherwise stated, the transactions set forth in Sections 1.1 and 1.3 shall be effective as of 12:01 a.m. Phoenix, Arizona time on the Closing Date (as defined herein).

ARTICLE II

PURCHASE PRICE; PAYMENT

2.1 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be (a) the assumption of the Assumed Liabilities and (b) \$440,000 in cash (the "Cash Purchase Price").

2.2 Payment.

(a) Buyer shall pay to Seller (i) the Cash Purchase Price, less (ii) the amount of Seller Commercial Obligations plus (iii) the Escrow Amount (as defined herein) on the date of this Agreement (the "Closing Date") by wire transfer of immediately available funds free of costs and charges to an account that Seller has designated. Such deduction of Seller Commercial Obligations from the Cash Purchase Price shall satisfy in full all obligations and liabilities that Seller and its Affiliates may have with the Buyer and its Affiliates as of the Closing Date, specifically not to include the deliverables in Schedule 4.3 herein.

(b) Seller shall remit to Foley & Lardner LLP, as Escrow Agent ("Escrow Agent"), an amount equal to 10% of the Payables Amounts (the "Escrow Amount") on the Closing Date by wire transfer of immediately available funds free of costs and charges to an account that Escrow Agent has designated, pursuant to the Escrow Agreement of even date herewith, between Buyer, Seller and Escrow Agent. Buyer and Seller shall negotiate in good faith a true-up of the Payables Amounts no later than 45 days following the Closing Date and deliver to the Escrow Agent joint written instructions regarding the distribution of the Escrow Amount based on that true-up.

(c) Within five business days after the Closing Date, Seller shall (i) deliver to Buyer and Escrow Agent (which may be by electronic mail) a written statement (the "Additional Payment Statement") of additional Seller Commercial Obligations that were not included in Schedule 1.1(c) because of potential closing cutoff and other issues and (ii) shall pay to Buyer an amount equal to the amount of such additional Seller Commercial Obligations, less the Additional Escrow Amount (defined as 10% of additional Payable Amount reflected in the Additional Payment Statement) by wire transfer of immediately available funds free of costs and charges to an account that Buyer has designated. Buyer and Seller shall negotiate in good faith any disputes regarding the Additional Payment Statement.

(d) Within five business days after the Closing Date, Seller shall remit to Escrow Agent the Additional Escrow Amount by wire transfer of immediately available

funds free of costs and charges to an account that Escrow Agent has designated, pursuant to the Escrow Agreement of even date herewith, between Buyer, Seller and Escrow Agent. The additional Escrow Amount is subject to the guidelines in Section 2.2(b).

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. Each party makes the following representations and warranties to the opposing party or parties:

(a) Due Organization and Power. Such party is a limited liability company or corporation duly organized and validly existing under the laws of its jurisdiction of organization. Such party has all requisite company or corporate power, legal right and authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby.

(b) Authority. The execution and delivery by such party of this Agreement and the consummation by such party of the transactions contemplated hereby have been duly authorized by such party (including its members and/or managers or board of directors, as applicable). No other or further act or proceeding on the part of such party is necessary to authorize this Agreement or the consummation by such party of the transactions contemplated hereby. Assuming the due authorization, execution and delivery by the other parties hereto, this Agreement constitutes a valid and binding agreement of such party, enforceable in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and by general equitable principles.

(c) No Violation. Neither the execution and delivery by such party of this Agreement nor the consummation by such party of the transactions contemplated hereby (i) will violate any law or order applicable to such party, (ii) to the Knowledge of Seller, will require any authorization, consent or approval by, filing with or notice to any governmental entity or (iii) to the Knowledge of Seller, will violate or conflict with, or constitute a default under, or will result in the automatic termination of, or accelerate the performance required by, any term of its charter/governing documents (including any LLC operating agreement) of such party or of any material contract to which such party is party, except for such violations, conflicts, defaults, terminations or accelerations that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the financial condition or results of operations of such party.

(d) Fees. Neither such party nor any of its Affiliates has paid or become obligated to pay any fee or commission to any broker or finder in connection with the transactions contemplated by this Agreement, except that Buyer has retained 321 Capital.

3.2 Seller's Representations and Warranties. Seller represents and warrants to Buyer that Seller owns good and transferable title to the Purchased Assets. At the time of

the consummation of the transaction herein, the Purchase Assets shall be free and clear of any encumbrances, liens, security interest, or similar restriction, including any restriction on receipt of income or exercise of any other attribute of ownership.

3.3 Buyer's Representations and Warranties. Buyer and Buyer Guarantor represent and warrant to Seller that Buyer, Buyer Guarantor and their Affiliates have no contracts, agreements or understandings with Seller or any of its Affiliates other than this Agreement and contracts that are Assumed Contract(s).

3.4 No Other Representations or Warranties. Buyer acknowledges that the representations and warranties set forth in this Agreement have been negotiated at arm's length among sophisticated business entities. Except for the representations and warranties set forth in Sections 3.1 and 3.2, Buyer acknowledges that neither of Seller nor any of its Affiliates or any person or entity acting on behalf of any of the foregoing makes or has made any other express or any implied representation or warranty to Buyer as to the accuracy or completeness of any information regarding Seller, the Purchased Assets or any other matter. Buyer further agrees that neither Seller nor any other person or entity shall have or be subject to any liability to Buyer or any other person or entity resulting from the distribution to Buyer, or Buyer's use, of any such information made available or provided to Buyer in expectation of the transactions contemplated hereby. Buyer acknowledges that the burden to conduct an investigation of Seller and the Purchased Assets lies solely with Buyer and that Buyer bears the risk that any information made available or provided to Buyer in the course of its investigation is inaccurate or incomplete, except to the extent otherwise expressly set forth in Sections 3.1 and 3.2. Except with respect to the representations and warranties set forth in Sections 3.1 and 3.2, Buyer is acquiring the Purchased Assets **AS IS, WHERE IS. SELLER DISCLAIMS ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES RELATING THERETO, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.5 No Survival. No representation or warranty in this Agreement shall survive the Closing.

ARTICLE IV

CERTAIN ADDITIONAL COVENANTS

4.1 Negative Covenants.

(a) Non-Solicitation. Buyer agrees that for the period from the Closing Date to May 31, 2020 (the "Restricted Period") it will not and will not, without the express written consent of Seller (which consent Seller may provide or withhold at its sole discretion), permit any of its Affiliates to, directly or indirectly hire, engage, or directly or indirectly induce or seek to induce any of Matt Bushard, Christina Weems or Andrew Guzman (the "Subject Employees") to leave his or her employment with Seller or one of its subsidiaries or Affiliates or directly or indirectly solicit for employment or consulting any Subject Employee.

(b) Non-Disparagement and Other Prohibited Conduct.

(i) For a period of five years after the date of this Agreement, each party agrees that it shall refrain from making any negative or derogatory statements concerning any opposing party or its business; provided that for the avoidance of doubt, in the event of litigation between the parties under this Agreement, this Section 4.2(b) shall not limit any party from making pleadings, submitting evidence or taking such other action in the course of litigation, even if such information would otherwise be deemed negative or derogatory.

(ii) For a period of five years after the date of this Agreement, Buyer and Buyer Guarantor will not, and they will cause their respective Affiliates (including William M. George, as managing member of Buyer's Guarantor) not to, (a) take any unilateral or collective actions, (b) provide information or other assistance to any person(s) or (c) otherwise encourage any person(s) to take actions, in each case that may reasonably result in a negative impact on the overall operations, assets, financial condition, financial results or any employee or lender relationship of the Seller, including but not limited to Seller's software, mobile applications or telephone capabilities, except to enforce the terms of this Agreement in compliance with Section 5.6.

(c) Scope of Covenants. The parties acknowledge that the restrictions contained in this Section 4.1 are reasonable and necessary to protect the legitimate interests of the parties and constitute a material inducement to each party to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 4.1 should ever be adjudicated to exceed the maximum time or other limitation permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time or other limitation permitted by applicable law. The covenants contained in this Section 4.1 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

4.2 Indemnification. Each party hereto ("Indemnifying Party") shall indemnify and hold harmless the other party and its Affiliates, and the members, directors, managers, officers, employees and agents of the foregoing ("Indemnified Party"), from and against all liabilities, obligations, claims and expenses, including reasonable attorneys' fees, asserted against or incurred by any such person or entity as a result of or relating to any breach of the covenants of Indemnifying Party set forth in this Agreement.

4.3 Cooperation; Further Assurances.

(a) The parties acknowledge that certain phone numbers operated by CenturyLink that constitute Purchased Assets are locked and contractually may not be transferred to a new owner until Transdev on Demand Inc. ("Transdev") has completed porting its phone numbers to Transdev's own long distance account. Buyer and Seller

will work with Transdev to accomplish interim forwarding and access by Seller to certain telephone numbers and certain email addresses during Seller's wind-down period, as set forth more specifically in Schedule 4.3. Schedule 4.3 sets forth a description and terms of services that the parties will provide each other following Closing. All parties pledge to work cooperatively to transfer, port or reassign the telephone numbers and Internet Addresses included in the Purchased Assets, understanding that cooperation by Seller will be limited due to the fact that it will soon be shut down. Seller will provide Buyer with reasonable notice of pending termination of any technology vendor services received by Seller, contracts or subscriptions that Buyer will require to operate the business.

(b) To the extent not redirected prior to Closing, Buyer will use commercially reasonable efforts to cause any merchant accounts related to Assumed Contracts to be promptly redirected to a bank account designated by Buyer.

(c) From time to time after the Closing Date, upon request of a party and without further consideration, each party shall execute and deliver to the requesting party such documents and take such action as may be both (a) commercially reasonable in light of the executing or delivering party's then current operations and (b) reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE V

MISCELLANEOUS

5.1 Publicity. The parties agree that no public release or announcement concerning the transactions contemplated hereby shall be issued or made by or on behalf of any party without the prior written consent of the other parties (which consent shall not be unreasonably withheld), except (a) Buyer may make a general public announcement about the acquisition and the continued operation of the Purchased Assets, including to existing and potential new customers and affiliates, in the form set forth in Schedule 5.1, and (b) as required by applicable law. The parties agree to keep the terms of this Agreement confidential, except to the extent required by applicable law or for financial reporting purposes and except that the parties may disclose such terms to their respective accountants and other representatives as necessary in connection with the ordinary conduct of their respective businesses (or as noted above).

5.2 Entire Agreement. This Agreement supersedes all prior agreements, and constitutes a complete and exclusive statement of the terms of the agreement, between the parties with respect to its subject matter; provided that the parties confirm and agree that this Agreement does not in any way amend, terminate, limit or supersede the Confidentiality Agreement between Buyer and Seller, executed in October 2019, which Confidentiality Agreement remains in full force and effect; provided further that such Confidentiality Agreement does not amend, terminate, limit or supersede the terms of Section 4.1.

5.3 Assignment. No party shall assign, transfer or encumber this Agreement, or its rights or obligations hereunder, in whole or in part, without the prior written consent of the other parties, and any attempted assignment, transfer or encumbrance without such consent shall be void and without effect.

5.4 Buyer Guarantee. Buyer Guarantor hereby unconditionally and irrevocably guarantees the full and prompt payment and performance of all obligations of Buyer required to be paid or performed pursuant to this Agreement (including payment of the Purchase Price). To the extent Buyer Guarantor fails to pay: (a) any undisputed amounts required to be paid pursuant to this Agreement or (b) any amount due under a final and nonappealable court order of a court of competent jurisdiction when due, Buyer Guarantor shall make such payment within five business days of Seller's written demand.

5.5 Governing Law. This Agreement shall be construed and interpreted according to the Laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

5.6 Arbitration. The parties agree that any dispute, controversy, or claim arising out of or related to this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Washington, DC. Arbitration shall be administered before the American Arbitration Association ("AAA") in accordance with AAA's Commercial Arbitration Rules then in effect. Each party shall pay its own costs of arbitration. Any arbitral award determination shall be final and binding on the parties and may be entered as a judgment in a court of competent jurisdiction. This provision replaces and supercedes in its entirety any dispute resolution provisions contained in any prior agreements between the parties. Any disputes between Buyer, Buyer Guarantor, and their Affiliates, on one hand, and the Seller, on the other, may only be conducted in an arbitration proceeding that complies with this provision; and the parties shall cause and direct their respective Affiliates to conduct any such dispute only.

5.7 Amendment and Waiver. No amendments or supplements to this Agreement shall be valid and binding unless set forth in a written agreement executed and delivered by Buyer and Seller. No waiver by any party of any of the provisions of this Agreement shall be effective unless set forth in a written instrument executed and delivered by the party so waiving.

5.8 Notice. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be personally delivered or sent by private overnight mail courier service as follows:

(a) If to Buyer or Buyer Guarantor, to:

WHC zShuttle, LLC
Attn: William M. George Chairman
1300 Lydia Ave.
Kansas City, MO 64106
(816) 550-6000

With a copy to:

Foulston Siefkin LLP
Attn: Issaku Yamaashi
9225 Indian Creek Parkway, Suite 600
Overland Park, KS 66210
(913) 253-2153

(b) If to Seller, to:

SuperShuttle International, Inc.
Attn: Kevin Kuby
7250 Woodmont Avenue, Suite 210
Bethesda, MD 20814

With a copy to:

Foley & Lardner LLP
Attn: Mark T. Plichta
777 East Wisconsin Avenue
Milwaukee, WI 53202
(414) 297-5670

or to such other person or address as any party shall have specified by written notice to the other party. Such communication shall be deemed delivered upon actual receipt.

5.9 Expenses.

(a) Transfer Taxes. Buyer shall be solely responsible for all sales taxes, use taxes, documentary stamp taxes, transfer taxes, registration taxes or other taxes or recording expenses or notarial fees attributable to, imposed upon or arising from the transactions contemplated hereby. Buyer shall file all tax returns with respect to such taxes.

(b) Other. Except to the extent expressly set forth in this Agreement, each party shall bear its own expenses and the expenses of its counsel and other agents and representatives in connection with the transactions contemplated hereby, including in connection with claims by any person or entity that it is entitled to brokerage commissions or finder's fees as a result of the action of such party or any Affiliate of such party.

5.10 Interpretive Provisions. For purposes of this Agreement, (a) the words “including” and “include” shall be deemed to be followed by the words “without limitation,” (b) the words “herein,” “hereof,” “hereby,” “hereto” or “hereunder” refer to this Agreement as a whole and (c) references to “\$” refer to United States Dollars. Unless the context otherwise requires, references in this Agreement (i) to Articles and Sections mean the Articles and Sections of this Agreement and (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof. Titles to Articles and headings of Sections are inserted for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Agreement. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, each party confirms that both it and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

5.11 Other Definitions.

(a) “Affiliate” means, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with such person.

(b) “Knowledge of Seller” means the actual Knowledge of the Subject Employees, without investigation.

5.12 Counterparts. This Agreement may be executed by signatures exchanged via facsimile or other electronic means and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute and deliver this Asset Purchase Agreement as of the day and year first written above.

**SUPERSHUTTLE INTERNATIONAL,
INC.**

By: Matthew Bushard
Matthew Bushard, President

WHC ZSHUTTLE, LLC

By: WHC Worldwide, LLC, sole member

By: _____
William M. George, Managing Member

WHC WORLDWIDE, LLC

By: _____
William M. George, Managing Member

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute and deliver this Asset Purchase Agreement as of the day and year first written above.

**SUPERSHUTTLE INTERNATIONAL,
INC.**

By: _____
Matthew Bushard, President

WHC ZSHUTTLE, LLC
By: WHC Worldwide, LLC, sole member

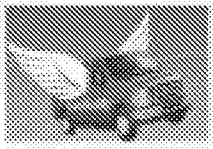

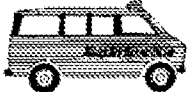
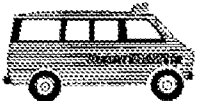
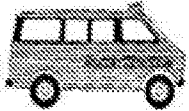

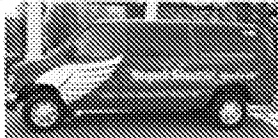
By: _____
William M. George, Managing Member

WHC WORLDWIDE, LLC

By: _____
William M. George, Managing Member

Schedule 1.1(b)(i)

Trademarks and Tradenames

Trademark	Registration or Application Number	Filing Jurisdiction
SUPERSHUTTLE	1422276	USPTO
SUPERSHUTTLE	499557	Mexico
SUPERSHUTTLE (Downloadable software for scheduling fee-for-service ground transportation)	5498142	USPTO
SUPERSHUTTLE	014782296	EM
SUPERSHUTTLE	1606537	Mexico
NO MORE THAN 3 STOPS	2367614	USPTO
ExCar	4491753	USPTO
ExCar	011179901	EM
ExCar	1621991	Mexico
XCar	4491752	USPTO
XCar	1308470	Mexico
XCar	011179892	EM
SuperRide	4491751	USPTO
EXECUCAR	1716579	USPTO
	4251556	USPTO
	4632725	USPTO
	1629481	USPTO
	1629477	USPTO
	TMA635811	Canada
	005561113	EP
	011034428	EM

Schedule 1.1(b)(ii)

Domain Names

Domain Name	Registrar	Expiration
alltrans-az.com	GoDaddy	11/18/2020
bouldersupershuttle.com	GoDaddy	5/29/2021
cloud9shuttle.com	GoDaddy	10/24/2022
doortodoorshuttle.com	GoDaddy	7/26/2021
ecar-ny.com	GoDaddy	8/26/2021
excar.mobi	GoDaddy	8/22/2021
execucar.com	Network Solutions	1/10/2034
execucar.org	GoDaddy	12/12/2020
execucar.site	Network Solutions	6/22/2020
execucarexpress.com	GoDaddy	6/16/2020
execucars.com	GoDaddy	8/7/2021
execucarxpress.com	GoDaddy	6/16/2020
expressbyexecucar.com	GoDaddy	6/16/2020
expressexecucar.com	GoDaddy	6/16/2020
expressshuttle.com	Network Solutions	9/26/2020
expressshuttlesandiego.com	GoDaddy	12/25/2022
gosfovan.com	GoDaddy	4/25/2020
longmontsupershuttle.com	GoDaddy	6/1/2021
sharedride.com	Network Solutions	2/11/2024
sharedride.net	Network Solutions	2/11/2024
sharedride.org	Network Solutions	2/11/2024
shuttlelasvegas.com	GoDaddy	12/1/2022
shuttletips.com	GoDaddy	6/29/2020
superride.com	GoDaddy	3/9/2022
supershuttle.asia	European Registry	4/17/2020
supershuttle.be	European Registry	4/3/2020
supershuttle.bz	GoDaddy	1/30/2023
supershuttle.ch	European Registry	4/10/2021
supershuttle.co.il	European Registry	7/12/2020
supershuttle.co.kr	European Registry	7/10/2020
supershuttle.com	Network Solutions	7/28/2030
supershuttle.com.hk	European Registry	7/13/2020
supershuttle.com.mx	GoDaddy	3/28/2022
supershuttle.cz	European Registry	7/10/2020
supershuttle.de	European Registry	6/28/2020
supershuttle.es	European Registry	4/10/2022
supershuttle.eu.com	Network Solutions	4/9/2020
supershuttle.fr	European Registry	4/2/2026
supershuttle.gb.net	Network Solutions	4/10/2020
supershuttle.gr	European Registry	7/6/2021
supershuttle.hk	European Registry	7/10/2020
supershuttle.ie	European Registry	6/23/2020
supershuttle.in	European Registry	7/10/2020
supershuttle.info	GoDaddy	9/13/2022
supershuttle.it	European Registry	7/13/2020
supershuttle.kr	European Registry	7/10/2020
supershuttle.lt	European Registry	4/17/2020
supershuttle.mx	GoDaddy	3/28/2022
supershuttle.ne.kr	European Registry	7/10/2020

Domain Name	Registrar	Expiration
supershuttle.net	Network Solutions	11/27/2020
supershuttle.nu	European Registry	7/12/2020
supershuttle.or.kr	European Registry	7/10/2020
supershuttle.org	GoDaddy	11/12/2020
supershuttle.org.uk	Network Solutions	4/11/2020
supershuttle.ph	GoDaddy	7/7/2021
supershuttle.se	European Registry	12/14/2021
supershuttle.sk	European Registry	7/5/2020
supershuttle.tv	GoDaddy	1/30/2023
supershuttle.uk.com	Network Solutions	4/10/2020
supershuttle.uk.net	Network Solutions	4/10/2020
supershuttle.us	GoDaddy	3/27/2023
supershuttle.us.com	Network Solutions	4/9/2020
supershuttlebeauvais.com	European Registry	7/24/2020
supershuttle-beauvais.com	European Registry	7/24/2020
supershuttlebeauvais.fr	European Registry	7/24/2020
supershuttle-beauvais.fr	European Registry	7/24/2020
supershuttle-deutschland.de	European Registry	7/10/2020
supershuttle-espana.es	Network Solutions	7/24/2020
supershuttle-europe.com	GoDaddy	4/11/2020
supershuttlefrance.com	European Registry	7/10/2020
supershuttle-france.com	GoDaddy	4/11/2020
supershuttlefrance.fr	European Registry	7/13/2020
supershuttle-france.fr	European Registry	4/20/2020
supershuttle-germany.com	European Registry	7/10/2020
supershuttle-germany.de	European Registry	7/10/2020
supershuttlemarketing.com	GoDaddy	7/2/2021
supershuttle-paris.com	European Registry	7/10/2020
supershuttleparis.fr	European Registry	7/13/2020
supershuttle-paris.fr	European Registry	7/13/2020
supershuttle-pro.com	European Registry	7/10/2020
supershuttlepro.fr	European Registry	7/13/2020
supershuttle-pro.fr	European Registry	7/13/2020
supershuttle-spain.es	Network Solutions	4/11/2020
supershuttle-sweden.com	GoDaddy	4/11/2020
supershuttle-uk.co.uk	Network Solutions	4/16/2020
supershuttle-uk.com	GoDaddy	4/11/2020
supershuttle-uk.me.uk	Network Solutions	4/16/2020
supershuttle-uk.net	Network Solutions	4/16/2020
supershuttle-uk.org.uk	Network Solutions	4/16/2020
testtodweb.com	GoDaddy	4/2/2020
thelimo.com	GoDaddy	4/2/2021
ufdriverblog.com	GoDaddy	7/2/2021
vtod.biz	GoDaddy	11/12/2020
vtod.info	GoDaddy	11/13/2020
vtod.net	GoDaddy	11/13/2022
vtod.us	GoDaddy	11/12/2020
wiermedtrans.net	GoDaddy	3/30/2021
xpressshuttle.com	GoDaddy	6/2/2021

Schedule 1.1(b)(v)

System Components

1. Desktop applications
 - i. Saz
 - ii. Sales
 - iii. Cashiering
 - iv. RezLite
 - v. Dispatch
2. Website applications
 - i. Reservations booking application
 - ii. Guest check-in
 - iii. Vehicle locator
 - iv. SDSMap
3. API
 - i. VTOD Api components
 - ii. SDS Api components
4. APPS
 - i. Customer App (iOS and Android)
 - ii. Driver App (iOS and Android)
5. All source code contained in the SSI Visual SourceSafe source code repository
6. All source code contained in the SSI git (VisualStudio online) source code repository
7. Entire RezCentral and Datawarehouse databases and the existing customer data contained therein with the exception of Seller's corporate accounts as previously provided to Buyer. The information associated with those accounts will be provided to Buyer 90 days after Closing. Additionally, Buyer agrees to not contact any of Seller's corporate clients for 90 days from the Closing Date.
8. Ownership of current logical VM servers hosting the SDS production and test systems.
9. Ownership of the SSHQ domain and all credentials contained therein, after the transition more fully described in Section 4.3 and Schedule 4.3
10. Ownership of the SSDMZ domain and all credentials contained therein, after the transition more fully described in Section 4.3 and Schedule 4.3
11. Ownership of the WPEngine account which hosts the supershuttle.com and execucar.com websites.
12. Appstore (Google and Apple) credentials
 - a. Ownership transfer of the Android and iOS mobile applications
13. Google Business listing

Schedule 1.1(c)

Assumed Contract(s)

List of Assumed Contracts(s)¹

1. Affiliate Agreement, dated April 1, 2018, by and between Seller and L.C. Transportation S.A. de C.V. (subject to the Seller's December 12, 2019 termination notice, effective April 12, 2020)
2. License Agreement, dated June 1, 2001, by and between SuperShuttle Franchise Corporation ("Licensor") and SuperShuttle of Austin, Inc. ("Licensee").
3. Amendment to License Agreement, dated January 28, 2011, by and between SuperShuttle Franchise Corporation ("Licensor") and Carter Transportation Services, Inc. ("Licensee").
4. Extension Agreement Letter, dated July 11, 2016, by and between SuperShuttle Franchise Corporation ("Licensor") and SuperShuttle of Austin, Inc. ("Licensee").
5. Amendment to License Agreement, dated October 20, 2017, by and between SuperShuttle Franchise Corporation ("Licensor") and Carter Transportation Services, Inc. ("Licensee").
6. Area Development License Agreement, dated November 16, 2012, by and between SuperShuttle Franchise Corporation ("Licensor") and AMERICAN SHUTTLE, INC. ("Licensee"), relating to the Miami market.
7. Affiliate Agreement for SuperShuttle Shared-Ride and ExecuCar Transportation Services, dated August 16, 2019, by and between SuperShuttle International, Inc. ("Company") and WHC JAX, LLC ("Affiliate").
8. Affiliate Agreement for SuperShuttle Shared-Ride and ExecuCar Transportation Services, dated August 16, 2019, by and between SuperShuttle International, Inc. ("Company") and WHC KCT, LLC ("Affiliate").
9. Affiliate Agreement for SuperShuttle Shared-Ride and ExecuCar Transportation Services, dated August 16, 2019, by and between SuperShuttle International, Inc. ("Company") and WHC PA, LLC ("Affiliate").
10. Affiliate Agreement for SuperShuttle Shared-Ride and ExecuCar Transportation Services, dated August 16, 2019, by and between SuperShuttle International, Inc. ("Company") and WHC WPB, LLC ("Affiliate").
11. Affiliate Agreement for SuperShuttle Shared-Ride Transportation Services by and between SuperShuttle International, Inc. ("Company") and Limousine Livery, LTD ("Affiliate") [2015], relating to the New Orleans market.
12. Addendum 2 to Affiliate Agreement for SuperShuttle Shared-Ride Transportation Services, dated August 25, 2019, by and between SuperShuttle International, Inc. ("Company"), and Yellow Transfers – Endless Tours ("Affiliate"), amending the agreement related to the Cancun market to establish special preferred rates for the Bogota, Colombia market.

¹ Seller's affiliate agreements other than for Cancun had been formally terminated with a February 12, 2020 effective termination date, although Seller continues to service many of those affiliates.

The Prepaid Amounts and Payables Amounts are set forth below (which are subject to cutoff adjustments as described in Sections 2.2(b)-(d)):

<u>Affiliate Operation</u>	<u>Prepaid Amounts</u>	<u>SSI Share</u>	<u>Implied Margin</u>
CUN	18,212	45%	8,195
JAX	8,818	10%	882
KCG	31,579	10%	3,158
MSY	8,632	20%	1,726
PBI	3,424	10%	342
PIT	13,850	10%	1,385
PUJ	2,845	45%	1,280
SJD	6,946	45%	3,126
RSW	<u>1,690</u>	<u>10%</u>	<u>169</u>
Total	95,996		20,264
Less: 50% Implied Margin	<u>10,132</u>		
Prepaid Amounts	\$ 85,864		

<u>Affiliate Operation</u>	<u>Accounts Payable</u>
PIT	28,064
KCG	95,575
JAX	88,119
PBI/RSW	<u>22,199</u>
Total Accounts Payable	233,957

Total Seller Commercial Obligation	\$ 319,821
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Schedule 4.3

Transition Services

	<u>Party Providing Service</u>	<u>Description</u>	<u>Fee Charged to Recipient</u>
1.	Seller	Allow Doug Allison to continue to work at Seller's corporate office (on Buyer's payroll) until March 31, 2020. This includes physical access and access to IT systems, subject to reasonable restrictions on access and other security safeguards to data the Seller determines in its sole discretion after consultation with Doug Allison.	No charge
2.	Buyer	Doug Allison to provide IT support to Seller for its operation until March 31, 2020 or such later date as mutually agreed to by Buyer and Seller.	No charge
3.	Seller	Seller's President, Matt Bushard, to dedicate up to 25% of his time to Buyer and its integration needs through March 31, 2020 or a longer period not to exceed June 1, 2020.	Buyer to reimburse Seller for 25% of Bushard's salary and related payroll taxes.

	<u>Party Providing Service</u>	<u>Description</u>	<u>Fee Charged to Recipient</u>
4.	Seller	Physical access by Mike Hogan and/or Brian Wier to Seller's corporate offices to meet with Doug Allison and/or Matt Bushard for reasonable amount of time; provided Buyer provides at least 24 hours advance notice to Seller's President and Kevin Kuby and provided that Seller need not provide access to its data or IT Systems.	No charge

TRANSITION SERVICES

Item	Description	Services
5. CenturyLink Phone Numbers	Phone numbers to be divided between buyer and seller. Number porting is restricted by CenturyLink account.	<p>Phone numbers are a component of Seller's account with CenturyLink. When permitted by CenturyLink, Seller will port the phone numbers categorized as corporate office phone numbers to a new phone provider. Buyer will port customer service phone numbers to Buyer's phone service provider.</p> <p>Service Period: [TBD weeks] following the Effective Date or the date permitted by CenturyLink, whichever date occurs last.</p> <p>Seller will not terminate CenturyLink account until Buyer is able to complete number porting from CenturyLink.</p>
6. Century Link Phone Service	Seller's CenturyLink account provides long distance and toll-free phone services for employees and customers for	Buyer agrees to pay the portion of the CenturyLink phone service cost that is generated by the customer

Item	Description	Services
	both SuperShuttle and Transdev.	<p>calls to the reservation call center operated by CCSI.</p> <p>Seller's monthly portion of the CenturyLink averages \$15,000-\$20,000 per month and Buyer's responsibility will be the subset incurred by CCSI and the toll-free customer service numbers.</p> <p>Service Period: [TBD weeks] following the Effective Date or the date permitted by CenturyLink for number porting, whichever date occurs last.</p>
7. Email	Email for the supershuttle.com domain	<p>Administrative control of the supershuttle.com email domain will remain with Seller during SSI wind-down period.</p> <p>After wind-down period Seller will export and purge any email accounts and data that are privileged to Seller and transition administrative control to Buyer.</p> <p>During wind-down period Buyer has access to; and may utilize customer service email addresses. Seller agrees to administer customer service email addresses as necessary for Buyer.</p> <p>Service Period: SSI wind-down expected to complete by May 31st, 2020. If it becomes necessary to extend past May 31st, both parties agree to work towards a reasonable extension of the administration period.</p>
8. SSDMZ Domain	<p>This Active Directory domain contains public facing technology resources including:</p> <ul style="list-style-type: none"> - Customer demand generation applications - AR Billing Platform 	<p>Seller retains administrative control of the SSDMZ domain during SSI wind-down period.</p> <p>Seller continues to operate the AR Billing Platform web application and the AR Credit Card Token web application on current infrastructure stack and at current URL locations</p>

Item	Description	Services
	<ul style="list-style-type: none"> - AR Credit Card Token web-application - Domain credentials 	<p>until completion of SSI wind-down period or until AR systems are migrated out of the SSDMZ domain.</p> <p>Buyer gains access to SSDMZ server resources (excluding the AR systems) for purposes of performing application feature updates, system troubleshooting, and migration of purchased assets to Buyer's environment. Buyer gains administrative control after Service Period expires AND Seller has removed the AR system components.</p> <p>Service Period: SSI wind-down expected to complete by May 31st, 2020. All resources in this domain must be migrated out of Seller's existing datacenter environment no later than June 9th per Seller's contractual obligation with Transdev.</p>

Item	Description	Services
9. SSHQ Domain	<p>This Active Directory domain contains internal (non-public) technology resources including:</p> <ul style="list-style-type: none"> - Oracle Financials - Network file shares - SDS application servers - SDS Database server - SDS Api Servers - Infrastructure servers (DNS, Domain Controllers, Security Systems, etc) 	<p>Seller retains administrative control of the SSHQ domain during SSI wind-down period.</p> <p>Seller continues to operate the Financials systems and utilize the network file shares that support the Accounting department during SSI wind-down period or until Financials systems are migrated out of the SSHQ domain.</p> <p>Buyer gains access to application servers, database server, and api servers for purposes of performing application feature updates, system troubleshooting, and migration of purchased assets to Buyer's environment. Buyer will not have access to Financial systems or file shares that support the Accounting department. Buyer gains administrative control after Service period expires AND Seller has removed the Financial system components.</p> <p>Service Period: SSI wind-down expected to complete by May 31st, 2020. All resources in this domain must be migrated out of Seller's existing datacenter environment no later than June 9th per Seller's contractual obligation.</p>

Item	Description	Services
10. RezCentral Database	- Core operational database that supports the SDS System applications.	<p>Seller will remove Corporate Account records that relate to outstanding AR owed to Seller.</p> <p>Seller will remove any data related to driver 1099 financial records for time period prior to Effective Date.</p> <p>Seller retains a copy of the entire RezCentral database for time period prior to Effective Date. Seller understands that Seller is responsible for providing hardware to store the database copy, and any necessary licenses for Microsoft SQL Server necessary to access the data.</p> <p>Seller permits Buyer to operate the RezCentral database in Seller's datacenter environment during Service Period until Buyer can relocate the database to Buyer's datacenter environment.</p> <p>Service Period: Up to May 31st, 2020.</p>
11. Corporate Account Data	Corporate account records are contained in the RezCentral database.	<p>Seller will remove a subset of corporate account records from the RezCentral database prior to Effective Date.</p> <p>Seller agrees to provide a copy of the account list to buyer for review prior to Effective Date.</p> <p>Buyer agrees to a 90-day moratorium period before establishing a relationship with this subset of corporate accounts.</p> <p>Service Period: 90 days after Effective Date</p>
12. Customer Data	Customer account records are contained in the RezCentral database.	Seller provides the RezCentral database to Buyer with all customer records and details in place.

Item	Description	Services
13. Datawarehouse Database	Historical operational data for the SuperShuttle business. Certain components of the SDS System are programmed to access tables and programming modules contained within this database.	<p>Seller provides Buyer the data database with data structures, programming modules and historical data.</p> <p>Seller retains a copy of the Datawarehouse database and data solely for any necessary legal inquiries. Seller understands that Seller is responsible for providing hardware to store the database copy, and any necessary licenses for Microsoft SQL Server necessary to access the data.</p> <p>Seller permits Buyer to operate this database as necessary to prevent system errors in the SDS System of applications during Service Period. Buyer will relocate the empty database to buyer's datacenter environment.</p> <p>Service Period: Up to May 31st, 2020.</p>
14. CyrusOne Production Datacenter	Dedicated datacenter hosting environment that contains the SDS System of applications and databases.	<p>Seller permits Buyer to operate the SDS System of applications in Seller's datacenter environment during Service Period while Buyer migrates systems to Buyer's datacenter environment.</p> <p>During Service Period Buyer is a sub-tenant of Seller's agreement with Transdev for the CyrusOne datacenter.</p> <p>Cost of datacenter will be shared between Seller and Buyer at this ratio:</p> <ul style="list-style-type: none"> • Seller 20%: • Buyer 80%: <p>Approximate monthly charge is \$3,148 for the CyrusOne datacenter.</p> <p>Service Period: up to May 31st, 2020.</p>

Item	Description	Services
15. Sprint MPLS	The Sprint MPLS network provides data connectivity services for the CyrusOne datacenter.	<p>Seller permits Buyer to utilize existing Sprint MPLS data circuits as they support the SDS System in the CyrusOne Datacenter.</p> <p>Seller will not cancel circuits during Service Period while Buyer is still dependent on them.</p> <p>Buyer shares cost for circuits utilized during Service Period up to the date that Buyer exits Seller's datacenter environment.</p> <p>Service Period: Up to May 31st, 2020.</p> <p>Service Charges:</p> <ul style="list-style-type: none"> • CCSI Circuit: \$605.92 per month. This circuit contract expired December 18, 2020. • Shared Circuits: approx. \$2200 per month to support CyrusOne. Buyer's portion is 50% (approx. \$1100)
16. WPEngine	3 rd party website hosting provider that hosts the www.supershuttle.com and www.execucar.com websites.	<p>Buyer assumes responsibility for this agreement with approximate monthly costs of \$1490.</p> <p>Service Period: 30 days following the Effective Date</p>
17. Braintree	3 rd party credit card processing platform for the SDS System.	<p>Seller allows Buyer to continue to process transactions through Seller's Braintree account until Buyer can separate.</p> <p>Service Period: 30 days following the Effective Date</p>
18. Google/Sada API Keys	The SDS System uses the Google API to Geocode customers' locations. This is a core requirement of the SDS System.	<p>Seller allows Buyer to continue to utilize the current Google api keys until Buyer is able to transition away.</p> <p>Service Period: 30 days after the Effective Date.</p> <p>Service Charges: Pass thru of invoice expenses</p>

Item	Description	Services
19. Amazon AWS	Provides push notification services for the SDS mobile driver application.	<p>Buyer assumes responsibility for this agreement.</p> <p>Buyer is prohibited from utilizing the URE system components contained in the AWS account.</p> <p>Seller will terminate URE services on or before the conclusion of the Service Period.</p> <p>Service Period: 30 days following the Effective Date.</p>

Schedule 5.1

Form of Disclosure

In connection with the liquidation of the Seller, WHC zShuttle (WHC), an affiliate of WHC Worldwide has acquired the Brand Names SuperShuttle and ExecuCar as well as the technology platforms associated with the operation of those brands.

WHC intends to keep the Brands and websites operating in selected cities and anticipates partnering with affiliate operators to service reservations made on these platforms.

As new markets become available on the platforms, WHC will use various marketing tools such as Google search, social media and perhaps traditional media such as radio, newspapers, etc. to announce service to new markets

WHC will meet with operators in numerous markets to determine their interest in becoming an affiliate of WHC.