

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Uber Technologies, Inc.	07/10/2013
RECEIVING PARTY DATA	
Name:	Goldman Sachs Lending Partners LLC
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 23	
Property Type	Number
Application Number:	12961493
Application Number:	12837592
Application Number:	12928253
Application Number:	12928254
Application Number:	13596497
Application Number:	13828481
Application Number:	13836993
Application Number:	13672634
Application Number:	13830224
Application Number:	29436678
Application Number:	29436683
Application Number:	29436687
Application Number:	29436690
Application Number:	29436694
Application Number:	29436695

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Application Number:	29436699
Application Number:	13672651
Application Number:	13672655
Application Number:	13672643
Application Number:	13672658
Application Number:	13672661
Application Number:	13830449
Application Number:	13830538

#### CORRESPONDENCE DATA

Fax Number: 9177777373

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Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

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Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244130/1319
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	07/11/2013

#### Total Attachments: 7

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## **PATENT SECURITY AGREEMENT**

This **PATENT 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 Patent 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 Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest**

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 **"Patent Collateral"**):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all inventions claimed therein, (iii) all reissues, divisions, continuations, continuations-in-part, extensions, supplementary protection certificates, and reexaminations thereof, (iv) the right to sue or otherwise recover for any past, present or future infringement or other violation thereof, (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, including damages and payments for past, present or future infringements or other violations thereof, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

### **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 Patent 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

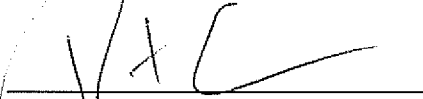
[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 030787 FRAME: 0377**

Accepted and Agreed:

**GOLDMAN SACHS LENDING PARTNERS LLC,**  
as Collateral Agent

By:

  
Authorized Signatory

**Robert Ehudin**  
Authorized Signatory

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Title of Patent</b>	<b>Patent Number/(Application Number)</b>	<b>Issue Date/(Filing Date)</b>
Uber Technologies, Inc.	United States	System and method for arranging transport amongst parties through use of mobile devices	12/961,493	06-Dec-2010
Uber Technologies, Inc.	United States	Providing user feedback for transport services through use of mobile devices	13/837,592	15-Mar-2013
Uber Technologies, Inc.	United States	System and method for operating a service to arrange transport between a customer and a transport party	12/928,253	06-Dec-2010
Uber Technologies, Inc.	United States	System and method for operating a service to arrange transport amongst parties through use of mobile devices	12/928,254	06-Dec-2010
Uber Technologies, Inc.	United States	System and method for operating a service to arrange transport amongst parties through use of mobile devices	13/596,497	28-Aug-2012
Uber Technologies, Inc.	United States	System and method for dynamically adjusting prices for services	13/828,481	14-Mar-2013
Uber Technologies, Inc.	United States	System and method for providing dynamic supply positioning for on-demand services	13/836,993	15-Mar-2013
Uber Technologies, Inc.	United States	Providing on-demand services through use of portable computing devices	13/672,634	08-Nov-2012
Uber Technologies, Inc.	United States	Generating promotions for a service using a map interface	13/830,224	14-Mar-2013
Uber Technologies, Inc.	United States	Computer-generated multistate selection interface for a computing device	29/436,678	08-Nov-2012

Uber Technologies, Inc.	United States	Computer-generated information panel interface for a computing device	29/436,683	08-Nov-2012
Uber Technologies, Inc.	United States	Computer-generated icon for a computing device	29/436,687	08-Nov-2012
Uber Technologies, Inc.	United States	Computer-generated electronic summary or receipt for services for a computing device	29/436,690	08-Nov-2012
Uber Technologies, Inc.	United States	Computer-generated electronic panel for providing rating feedback for a computing device	29/436,694	08-Nov-2012
Uber Technologies, Inc.	United States	Computer-generated electronic panel for providing information of a service for a computing device	29/436,695	08-Nov-2012
Uber Technologies, Inc.	United States	Computer-generated electronic panel for providing confirmation of a service request for a computing device	29/436,699	08-Nov-2012
Uber Technologies, Inc.	United States	Providing a confirmation interface for on-demand services through use of portable computing devices	13/672,651	08-Nov-2012
Uber Technologies, Inc.	United States	Providing a summary or receipt for on-demand services through use of portable computing devices	13/672,655	08-Nov-2012
Uber Technologies, Inc.	United States	Dynamically providing position information of a transit object to a computing device	13/672,643	08-Nov-2012
Uber Technologies, Inc.	United States	Determining a location related to on-demand services through use of portable computing devices	13/672,658	08-Nov-2012
Uber Technologies, Inc.	United States	Transitioning user interface features for on-demand services through use of portable computing devices	13/672,661	08-Nov-2012
Uber Technologies, Inc.	United States	Enabling a user to verify a price change for an on-demand service	13/830,449	14-Mar-2013



Uber Technologies, Inc.	United States	Determining an amount for a toll based on location data points provided by a computing device	13/830,538	14-Mar-2013
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