

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6678466

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
VIA TRANSPORTATION, INC.		04/26/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION	
<b>Street Address:</b>	1525 WEST W.T. HARRIS BLVD.	
<b>Internal Address:</b>	MAC D1109-019	
<b>City:</b>	CHARLOTTE	
<b>State/Country:</b>	NORTH CAROLINA	
<b>Postal Code:</b>	28262	
<b>PROPERTY NUMBERS Total: 24</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	15629919	
Application Number:	15916373	
Application Number:	17220688	
Application Number:	16711399	
Application Number:	16688052	
Application Number:	16752281	
Application Number:	16752381	
Application Number:	16750679	
Application Number:	16751321	
Application Number:	16921257	
Application Number:	16921411	
Application Number:	16921382	
Application Number:	16920012	
Application Number:	16920100	
Application Number:	16379243	
Application Number:	63057100	
Patent Number:	9816824	
Patent Number:	9562785	
Patent Number:	10197411	

PATENT

Property Type	Number
Patent Number:	10677604
Patent Number:	10168168
Patent Number:	10168167
Patent Number:	10458803
Patent Number:	10677602

**CORRESPONDENCE DATA**

**Fax Number:** (949)567-6710

*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.*

**Phone:** 9498527792

**Email:** ipprosecution@orrick.com, vsantos@orrick.com

**Correspondent Name:** ORRICK, HERRINGTON & SUTCLIFFE LLP

**Address Line 1:** 2050 MAIN STREET, SUITE 1100

**Address Line 4:** IRVINE, CALIFORNIA 92614-8255

<b>ATTORNEY DOCKET NUMBER:</b>	1696.662
<b>NAME OF SUBMITTER:</b>	VICTOR SANTOS
<b>SIGNATURE:</b>	/Victor Santos/
<b>DATE SIGNED:</b>	04/27/2021

**Total Attachments: 8**

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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of April 26, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Via Transportation, Inc., a Delaware corporation (the “**Grantor**”) in favor of Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS** the Grantor is party to a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative 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 Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(i) all letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”) or any successor, including any of the foregoing listed in Schedule A hereto and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including,

without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing in the United States, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

### **SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the other Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

### **SECTION 7. COUNTERPARTS**

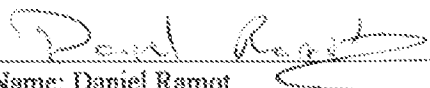
This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually

executed counterpart of this Agreement or such other document or instrument, as applicable.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VIA TRANSPORTATION, INC., as Grantor

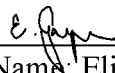
By:   
Name: Daniel Ramot  
Title: Chief Executive Officer

*Signature Page to Patent Security Agreement*

PATENT  
REEL: 056053 FRAME: 0517

Acknowledged and Agreed:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent

By:   
Name: Elizabeth Gaynor  
Title: Director

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

Applicant	Application No.	Filing Date	Publication No.	Patent No.	Patent Date	Status	Title
Company	15/629,919	22-Jun-2017	US-2017-0300848-A1			Published	SYSTEMS AND METHODS OF TRANSPORTATION
Company	15/916,373	09-Mar-2018	US-2018-0211185-A1			Published	PURPOSEFUL UNDER-UTILIZATION OF VEHICLE CAPACITY IN A RIDESHARING FLEET
Company	17/220,688	01-Apr-2021				Pending	SYSTEMS AND METHODS FOR VEHICLE RIDESHARING
Company	16/711,399	11-Dec-2019	US-2020-0158525-A1			Published	DETECTING THE NUMBER OF VEHICLE PASSENGERS
Company	16/688,052	21-May-2018	US-2020-0104965-A1			Published	SYSTEMS AND METHODS FOR MANAGING RIDESHARING VEHICLES
Company	16/752,281	25-Jul-2018	US-2020-0160477-A1			Published	COUNTING THE NUMBER OF PASSENGERS ENTERING A RIDESHARING VEHICLE
Company	16/752,381	25-Jul-2018	US-2020-0160478-A1			Published	DISTRIBUTING VEHICLES IN NEED OF CHARGE TO CHARGING STATIONS BASED ON PREDICTED FUTURE DEMAND
Company	16/750,679	23-Jan-2020	US-2020-0160709-A1			Published	ROUTING BOTH AUTONOMOUS AND NON-AUTONOMOUS VEHICLES
Company	16/751,321	24-Jan-2020	US-2020-0160476-A1			Published	PRESCHEDULING A RIDESHARE WITH AN UNKNOWN PICK-UP LOCATION
Company	16/921,257	07-Jan-2019	Projected Publ. date			Pending	REAL-TIME RIDE SHARING SOLUTIONS FOR UNANTICIPATED CHANGES DURING A RIDE
Company	16/921,411	07-Jan-2019	Projected Publ. date			Pending	ACCOUNTING FOR DRIVER REACTION TIME WHEN PROVIDING DRIVING INSTRUCTIONS
Company	16/921,382	06-Jul-2020	Projected Publ. date			Pending	AVOIDING MISSED RIDESHARE CONNECTIONS
Company	16/920,012	07-Jan-2019	US-2020-0333146-A1			Published	ASSIGNING ON-DEMAND VEHICLES BASED ON ETA OF FIXED-LINE VEHICLES

Schedule A

4165-5676-9580

**PATENT**  
**REEL: 056053 FRAME: 0519**



Applicant	Application No.	Filing Date	Publication No.	Patent No.	Patent Date	Status	Title
Company	16/920,100	02-Jul-2020	US-2020-0334987-A1			Published	TEMPORARILY ALLOCATING FIX PUBLIC TRANSPORT VEHICLES AS DYNAMIC PUBLIC TRANSPORT VEHICLES
Company	16/379,243	09-Apr-2019	US-2019-0311307-A1			Published	SYSTEMS AND METHODS FOR PLANNING TRANSPORTATION ROUTES
Company	63/057,100	27-Jul-2020				Pending	SYSTEMS AND METHODS FOR RIDESHARING WITH CONNECTED AND UNCONNECTED PASSENGERS
Company	15/410,324	19-Jan-2017	Non-Publication Req filed	9,816,824	14-Nov-2017	ISSUED-INAC	CONTINUOUSLY UPDATABLE COMPUTER-GENERATED ROUTES WITH CONTINUOUSLY CONFIGURABLE VIRTUAL BUS STOPS FOR PASSENGER RIDE-SHARING OF A FLEET OF RIDE-SHARING VEHICLES AND COMPUTER TRANSPORTATION SYSTEMS AND COMPUTER-IMPLEMENTED METHODS FOR USE THEREOF
Company	15/215,349	20-Jul-2016	Non-Publication Req filed	9,562,785	07-Feb-2017	ISSUED-INAC	CONTINUOUSLY UPDATABLE COMPUTER-GENERATED ROUTES WITH CONTINUOUSLY CONFIGURABLE VIRTUAL BUS STOPS FOR PASSENGER RIDE-SHARING
Company	15/635,744	28-Jun-2017	US-2017-0314948-A1	10,197,411	05-Feb-2019	ISSUED-INAC	CONTINUOUSLY UPDATABLE COMPUTER-GENERATED ROUTES WITH CONTINUOUSLY CONFIGURABLE VIRTUAL BUS STOPS FOR PASSENGER RIDE-SHARING OF A FLEET OF RIDE-SHARING VEHICLES AND COMPUTER TRANSPORTATION SYSTEMS AND COMPUTER-IMPLEMENTED METHODS FOR USE THEREOF
Company	16/220,698	14-Dec-2018	Non-Publication Req filed	10,677,604	09-Jun-2020	ISSUED-INAC	CONTINUOUSLY UPDATABLE COMPUTER-GENERATED ROUTES WITH CONTINUOUSLY CONFIGURABLE VIRTUAL BUS STOPS FOR PASSENGER RIDE-SHARING OF A FLEET OF RIDE-SHARING VEHICLES AND COMPUTER TRANSPORTATION SYSTEMS AND COMPUTER-IMPLEMENTED METHODS OF

Schedule A

4165-5676-9580

**PATENT**  
**REEL: 056053 FRAME: 0520**

Applicant	Application No.	Filing Date	Publication No.	Patent No.	Patent Date	Status	Title
							USE THEREOF
Company	15/917,334	09-Mar-2018	US-2018-0209805-A1	10,168,168	01-Jan-2019	ISSUED-INAC	SUB-OPTIMIZATION OF INDIVIDUAL ROUTES TO OPTIMIZE RIDESHARING FLEET
Company	15/914,821	07-Mar-2018	US-2018-0209804-A1	10,168,167	01-Jan-2019	ISSUED-INAC	PURPOSEFULLY SELECTING LONGER ROUTES TO IMPROVE USER SATISFACTION
Company	15/917,388	24-Jan-2018	US-2018-0209806-A1	10,458,803	29-Oct-2019	ISSUED-INAC	ROUTE PLANNING BASED ON ENVIRONMENTAL CONDITIONS
Company	15/914,843	07-Mar-2018	US-2018-0211124-A1	10,677,602	09-Jun-2020	ISSUED-INAC	DETECTING THE NUMBER OF VEHICLE PASSENGERS

Schedule A

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RECORDED: 04/27/2021

**PATENT**  
**REEL: 056053 FRAME: 0521**