

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Term Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uber Technologies, Inc.		07/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1300 Thames Street, Thames Street Wharf, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3842416	UBERCAB	
Registration Number:	3977893	UBER	
Registration Number:	4440838	U	
Registration Number:	4209984	U	
Registration Number:	4534277	U	
Registration Number:	4795615	EVERYONE'S PRIVATE DRIVER	
Registration Number:	4837495	UBERX	
Registration Number:	4856316	UBERRUSH	
Serial Number:	86433957	UBERESSENTIALS	
Serial Number:	86469371	UBER	
Serial Number:	86541663	UBEREATS	
Serial Number:	86645284	UBERPOOL	
Serial Number:	86765078	UBERCOMMUTE	
Serial Number:	86852260	UBERHOP	
Serial Number:	86893546		
Serial Number:	86893559		
Serial Number:	86893553		
Serial Number:	86893562		
Serial Number:	86893565		

OP \$665.00 3842416

Property Type	Number	Word Mark
Serial Number:	86893567	
Serial Number:	86893570	
Serial Number:	86893572	
Serial Number:	86893576	
Serial Number:	86893537	
Serial Number:	86893556	
Serial Number:	86893551	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F164293
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	07/14/2016

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 13, 2016, by UBER TECHNOLOGIES, INC., a Delaware corporation (the “Pledgor”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of July 13, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) (such Security Agreement having been entered into in connection with the Term Loan Agreement dated as of July 13, 2016 among the Pledgor, as the Borrower, the Administrative Agent and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time)) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet accrued and payable) and termination of the Security Agreement or as otherwise provided in Section 11.4 of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the law of the State of New York.

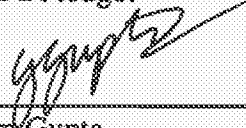
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UBER TECHNOLOGIES, INC.,
as the Borrower and a Pledgor

By: _____


Name: Gautam Gupta

Title: Acting Chief Financial Officer

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: 

Name: Jonathon Rau

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005830 FRAME: 0483

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND PUBLISHED TRADEMARK
APPLICATIONS

UNITED STATES TRADEMARKS:

App. No.	Reg. No./Pub. No.	Filing Date	Title/Description
77658792	3842416	1/28/2009	UBERCAB (Classes 09, 38, 39, 42)
85170655	3977893	11/5/2010	UBER (Classes 09, 38, 39, 42)
85545176	4440838	2/16/2012	U Logo (Class 42)
85551540	4209984	2/23/2012	U Logo (Classes 09, 39)
85734092	4534277	9/20/2012	U Logo (Class 38)
85816634	4795615	1/7/2013	EVERYONE'S PRIVATE DRIVER (Classes 09, 38)
86198791	4837495	2/20/2014	UBERX (Classes 09, 38, 39, 42)
86250398	4856316	4/11/2014	UBERRUSH (Classes 09, 38, 39, 42)
86433957	N/A	10/24/2014	UBERESSENTIALS (Classes 09, 35, 38, 39, 42)
86469371	N/A	12/2/2014	UBER (and circle design) (Class 09)
86541663	N/A	2/20/2015	UBEREATS (Classes 09, 35, 38, 39, 42)
86645284	N/A	5/29/2015	UBERPOOL (Classes 09, 38, 39, 42)
86765078	N/A	9/22/2015	UBERCOMMUTE (Classes 09, 38, 39, 42)
86852260	N/A	12/17/2015	UBERHOP (Classes 09, 38, 39, 42)
86893546	N/A	2/1/2016	PARTNER Logo (Classes 09, 35, 38, 39, 42)
86893559	N/A	2/1/2016	PARTNER PATTERN APP ICON (G2) (Classes 09, 38, 39)
86893553	N/A	2/1/2016	PARTNER SOLID APP ICON (Classes 09, 38, 39)
86893562	N/A	2/1/2016	PATTERN (G1) (Classes 09, 42)
86893565	N/A	2/1/2016	PATTERN (G2) (Classes 09, 42)
86893567	N/A	2/1/2016	PATTERN (G3) (Classes 09, 42)
86893570	N/A	2/1/2016	PATTERN (G4) (Classes 09, 42)
86893572	N/A	2/1/2016	PATTERN (G5) (Classes 09, 42)
86893576	N/A	2/1/2016	PATTERN (US) (Classes 09, 42)
86893537	N/A	2/1/2016	RIDER Logo (Classes 09, 35, 38, 39, 42)
86893556	N/A	2/1/2016	RIDER PATTERN APP ICON (G5) (Classes 09, 38, 39)
86893551	N/A	2/1/2016	RIDER SOLID APP ICON (Classes 09, 38, 39)