

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI329474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REEF GLOBAL IP LLC		05/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Parking IP LLC		
Street Address:	307 7th Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86134586	ONE TOUCH PARKING	
Serial Number:	86133914	PARKJOCKEY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2072534716		
Email:	kdonahue@verrill-law.com,trademarks@verrill-law.com		
Correspondent Name:	Kelly A. Donahue		
Address Line 1:	Verrill Dana, LLP		
Address Line 2:	One Portland Square		
Address Line 4:	Portland, MAINE 04101		
ATTORNEY DOCKET NUMBER:	21087-9017 & 9018		
NAME OF SUBMITTER:	KELLY DONAHUE		
SIGNATURE:	KELLY DONAHUE		
DATE SIGNED:	06/27/2024		
Total Attachments: 5			
source=CITIZENS PARKING - IP Assignment (Transferred RGI and RTI HoldCo) Executed(170600283_1)#page2.tiff			

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TRADEMARK

REEL: 008499 FRAME: 0056

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (this “**Agreement**”) is entered into as of May 19, 2023 by and among REEF Global IP LLC, a Delaware limited liability company (“**RGI IP LLC**”), REEF Technology IP Holdco LLC, a Delaware limited liability company (“**REEF Technology IP HoldCo**”, and together with RGI IP LLC, the “**Assignors**”) and Parking IP LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Transaction Agreement, dated as of the date hereof (the “**Transaction Agreement**”), pursuant to which Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and accept from Assignors, all of the Assignors’ respective Intellectual Property described in Exhibit F to the Transaction Agreement (for purposes of this Agreement, the “**Transferred IP**”). All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Transaction Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee agree as follows:

AGREEMENT

1. Assignment of Intellectual Property. Effective as of the date hereof, and pursuant to the Transaction Agreement, Assignors hereby irrevocably sell, transfer, convey, assign and deliver to Assignee, and Assignee accepts all right, title and interest of Assignors in and to all of the Transferred IP, including the trademarks and trademark applications described in Exhibit F to the Transaction Agreement (and all renewals and extensions of any such application, registration, and filing), together with the goodwill of the business symbolized thereby, and said right, title and interest include, without limitation, any and all causes of action heretofore accrued or hereafter accruing in Assignors’ favor for past, present or future infringement, misappropriation or other violation of the aforesaid rights and the right to collect damages and other rights or remedies heretofore accrued with respect thereto, and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any all of the foregoing, to have and to hold the same unto Assignee absolutely.

2. Further Assurances. At any time, and from time to time hereafter, subject to the terms and conditions of the Transaction Agreement, Assignors further covenant and agree that it shall take any and all steps and provide such cooperation and assistance to Assignee as may be necessary or reasonably requested by Assignee, including, without limitation, the execution, acknowledgment and delivery to Assignee of any and all further instruments, documents and assurances, to vest the Transferred IP and related rights in Assignee (including any forms of assignment that may be required under local law for any Transferred IP outside of the United States) or to perfect and record this Agreement (and any additional assignment entered into for Transferred IP outside of the United States), and to facilitate Assignee’s enjoyment and enforcement of the Transferred IP. Assignors hereby irrevocably designate and appoint Assignee

and its duly authorized officer and agent as Assignors' agent and attorney in fact, to act for and on its behalf and stead to execute and file any such instruments, documents and assurances and to do all other lawfully permitted acts to transfer and assign the Transferred IP, including the trademarks described in Exhibit F to the Transaction Agreement, from Assignors to Assignee with the same legal force and effect as if executed by the Assignors. This appointment is coupled with an interest in and to the Transferred IP and shall be irrevocable.

3. Transaction Agreement. This Agreement is executed and delivered pursuant to, and is subject in all respects to the terms and conditions of, the Transaction Agreement. Nothing contained in this Agreement shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Transaction Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Transaction Agreement with respect to the Transferred IP. In the event of any conflict or other difference between the Transaction Agreement and this Agreement, the provisions of the Transaction Agreement shall control.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. All matters relating to or arising out of this Agreement or the transactions contemplated by this Agreement (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument. A signed copy of this Agreement (or a signature page hereto) delivered by email, ".pdf" format, or other means of electronic transmission (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Agreement as of the date first above written.

ASSIGNORS:

REEF GLOBAL IP LLC

DocuSigned by:
Aziz Ihsanoglu
By: _____
Name: Emin Aziz Ihsanoglu
Title: Manager

REEF TECHNOLOGY IP HOLDCO LLC

DocuSigned by:
Aziz Ihsanoglu
By: _____
Name: Emin Aziz Ihsanoglu
Title: Manager

ASSIGNEE:

PARKING IP LLC

DocuSigned by:
Aziz Ihsanoglu
By: _____
Name: Emin Aziz Ihsanoglu
Title: Authorized Person

EXHIBIT F

Intellectual Property

Trademark	Classes	Country / Region	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
CITIZENS PARKING	9	United States - (US)	Registered - (G)	87599021	9/7/2017	5517350	7/17/2018	REEF Global IP LLC - (REGL)
EDGE PARKING ENFORCEMENT	35, 36, 45	Canada - (CA)	Filed - (F)	1993899	11/4/2019			REEF Global IP LLC - (REGL)
ONE TOUCH PARKING	39	United States - (US)	Registered - (G)	86134586	12/4/2013	4771216	7/14/2015	REEF Global IP LLC - (REGL)
ONE TOUCH PARKING	9,35,38,39,42	Great Britain - (GB)	Registered - (G)	UK00003033769	12/6/2013	UK00003033769	5/2/2014	Reef Global Limited - (ReefGlobalLimited)
ONE TOUCH PARKING	9, 35, 38, 39, 42	Community Trademark - (EM)	Registered - (G)	012945821	6/6/2014	012945821	10/29/2014	Reef Global Limited - (ReefGlobalLimited)
ONE TOUCH PARKING	9, 35, 38, 39, 42	Great Britain - (GB)	Registered - (G)	UK00912945821	6/6/2014	UK00912945821	10/29/2014	Reef Global Limited - (ReefGlobalLimited)
O-VALET & Design	9	United States - (US)	Registered - (G)	88341203	3/15/2019	5907229	11/12/2019	REEF TECHNOLOGY IP HOLDCO LLC - (REEF TECHNOLOGY IP HOLDCO LLC)
O-VALET & Design	9	Canada - (CA)	Filed - (F)	1953527	3/25/2019			REEF TECHNOLOGY IP HOLDCO LLC - (REEF TECHNOLOGY IP HOLDCO LLC)
PARKJOCKEY	39	United States - (US)	Registered - (G)	86133914	12/3/2013	4710459	3/31/2015	REEF Global IP LLC - (REGL)
PARKJOCKEY	9, 35, 38, 39, 42	Great Britain - (GB)	Registered - (G)	UK00003033767	12/6/2013	UK00003033767	6/20/2014	Reef Global Limited - (ReefGlobalLimited)

PARKJOCKEY	9, 35, 38, 39, 42	Community Trademark - (EM)	Registered - (G)	012946117	6/6/2014	012946117	10/29/2014	Reef Global Limited - (ReefGlobalLimited)
PARKJOCKEY	9, 35, 38, 39, 42	Great Britain - (GB)	Registered - (G)	UK00912946117	6/6/2014	UK00912946117	10/29/2014	Reef Global Limited - (ReefGlobalLimited)