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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORD

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DEPARTMENT OF COMMERCE

Patent and Trademark Office

Tab settings

Handwritten: MWJ, 2/25/02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gascard, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 25, 2001

2. Name and address of receiving party(ies)

Name: DMH Holding, LLC

Internal

Address:

Street Address: 211 North Colorado

City: Midland State: TX Zip: 79701

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other: Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1382621

1321191

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan C. Benda

Internal Address:

Phelps Dunbar, LLP

Street Address: 445 North Boulevard

Suite 701

City: Baton Rouge State: LA Zip: 70802

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 60.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

5

03/11/2002 GTDN11 00000061 1382621

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into as of the 25th day of October, 2001 by and between GASCARD, INC. and FLEETCOR TECHNOLOGIES, INC. (collectively, "Assignor"), and DMH Holding, LLC ("DMH"), assignee.

WHEREAS, Assignor is the owner of the GASCARD business, system, technology, and trademarks, including GC Gascard Trademark, Registration No. 1366991, Gascard Trademark Registration No. 1382621, and GC Club Trademark, Registration no. 1321191;

WHEREAS, pursuant to an Asset Purchase Agreement by and among Assignor, West Texas Gas, Inc. and Gascard Partners, L.P. executed on _____ ("**Asset Purchase Agreement**") and documents executed in association therewith, Assignor will assign and transfer the GC Gascard Trademark No. 1366991 and certain related assets and rights to West Texas Gas, Inc. and Gascard Partners, L.P.; and in order to facilitate the transactions under the Asset Purchase Agreement and the continued operations of Assignor, contemporaneously herewith, West Texas Gas, Inc. will license back to Assignor the GC Gascard Trademark No. 1366991 pursuant to a Trademark License-Back Agreement; and

WHEREAS, in order to further facilitate the transactions under the Asset Purchase Agreement, and Assignor's continued operations, Assignor desires to transfer, and DMH desires to acquire and own Gascard Trademark, Registration No. 1382621, and GC Club Trademark, Registration No. 1321191, and all associated intellectual property rights, titles, and interests covering the GASCARD business, system, technology, and trademarks, as described more fully below; contemporaneously herewith, DMH will license back to Assignor the Gascard Trademark, Registration No. 1382621, and the GC Club Trademark, Registration No. 1321191 pursuant to a Trademark License-Back Agreement.

THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers, assigns, and conveys to DMH all of its rights in Gascard Trademark, Registration No. 1382621, and GC Club Trademark, Registration No. 1321191, and any identifying marks or symbols associated with said trademark, and to any intellectual property developments related to or arising from same now or in the future, in the United States and its territorial possessions and in all foreign countries (collectively, "**Gascard**"). This further includes but is not limited to all rights: (1) to claim priority; (2) in and to any and all improvements which form part of Gascard or which are related to or arise out of Gascard; (3) in and to all Letters Patent to be obtained for Gascard and any continuation, division, renewal, extension, or substitute applications, and as to any letters patent, reissue, or re-examination thereof; (4) to all registration rights (state and federal) and certificates with respect to related trademarks (including but not limited to all rights to prepare and register derivative marks) and copyrights (including but not limited to all rights to copy, distribute, display publicly, or prepare derivative works); (5) to all goodwill, common law or state law rights, trade secret rights, and all other intellectual property rights related to or arising from Gascard now or in the future; (6) and to make use of any technology upon which Gascard is based and which Assignor has permission or rights to use, including but not limited to all licenses for technology which is necessary or desirable in order for Gascard to function fully and completely. As the owner of all intellectual property rights relating to and arising out of Gascard, DMH will have all rights to enforce the intellectual property rights in Gascard, including the right to bring suit for infringement claims, without the need to join any other party.

DMH acknowledges that the assignment of Gascard made herein is subject to a license back in favor of Assignor under a Trademark License-Back Agreement, and further subject to the limitations in the Asset Purchase Agreement, including without limitation, certain rights of Assignor to repurchase Gascard, and Assignor's rights to repurchase the GC Gascard as provided therein. DMH covenants and agrees that any license or assignment of Gascard by it or any of its affiliates or members, including without limitation, Gascard Partners, L.P. and West Texas Gas, Inc., shall conform with the terms of said agreements. This Assignment does not include any rights to any operating system utilized by Assignor (or either of them), nor does it include any rights to any current or future licensees or franchisees of Assignor (or either of them), nor any rights to any revenues therefrom other than as set forth in the Asset Purchase Agreement or the documents contemplated thereby.

In addition, DMH acknowledges that the assignment made hereunder does not include rights in and to GC Gascard Trademark No. 1366991, or any identifying marks or symbols associated with said trademark, and to any intellectual property developments related to or arising from said Trademark now or in the future, in the United States and its territorial possessions and in all foreign countries. DMH acknowledges that in accordance with the Asset Purchase Agreement, said rights and marks associated with GC Gascard Trademark No. 1366991 are being assigned to West Texas Gas, Inc. (a member of DHM) contemporaneously herewith, and that Assignor and Gascard Partners, L.P. (also members of DMH) will be licensed to use said mark contemporaneously herewith by West Texas Gas, Inc.

2. Representations and Warranties. Assignor represents, covenants, and warrants that:

- (a) Assignor has the right, power, and authority to enter into this agreement;
- (b) Assignor is the sole and exclusive owner of all rights, titles, and interests, including patents, copyrights, trademarks, and any other intellectual property rights, in Gascard, and further has the right to transfer any permission or license which is necessary or desirable for the full use and functioning of Gascard;
- (c) All patents, trademarks, copyrights, and any other intellectual property rights which arise out of or relate to Gascard have been properly maintained and are currently operable and in full effect;
- (d) No assignment, sale, agreement, lien, security interest, license, or encumbrance, has been made or entered into which would conflict with this assignment except licenses granted to local or regional fleet fueling licensees or liens cancelled contemporaneously herewith;
- (e) Assignor has no knowledge of any claim, pending or threatened, by any person or entity asserting the invalidity or unenforceability of any intellectual property rights in Gascard, and Assignor further does not know of any reason or ground for claiming that any intellectual property rights in Gascard are or may be invalid or unenforceable;
- (f) The intellectual property rights in Gascard do not to the best knowledge of Assignor infringe the rights of any other person or entity;
- (g) Any and all intellectual property related to or arising from Gascard, developed by employees and officers of Assignor in the course of their employment with Assignor,

are subject to assignment as part of their employment contracts and, therefore, belong to and are owned solely and exclusively by Gascard;

(h) Assignor shall cooperate as reasonably required by DMH, but at the expense of DMH, in providing needed documents, signatures, testimony, and other assistance to secure and register copyrights, patents, trademarks, and other intellectual property rights in, to, and arising out of Gascard; to establish assignment and ownership of such intellectual property rights; to record assignment of intellectual property rights; and to enforce and/or defend the intellectual property rights transferred, assigned, and conveyed herein; and

(i) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this agreement.

3. Attorney's Fees. Should either party hereto, or their successors or assigns, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its reasonable attorney's fees and costs in such litigation from the party against whom enforcement is sought.

4. Amendment of Agreement. This Agreement may be amended only in writing signed by both parties.

5. Successors and Assigns. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon successors and assigns who agree to be bound by the terms of the Asset Purchase Agreement, the Trademark-License Back Agreement and any other agreements between the parties pertaining to or affecting the GC Trademark.

6. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. The Parties agree that any suit arising under this Agreement or relating to the transactions contemplated herein will be brought only in either of Potter or Randall Counties, Texas, or in the federal court located there.

GASCARD, INC.

By: 
Name:
Title:

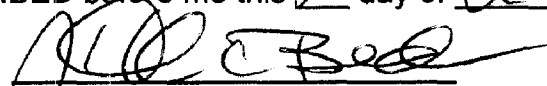
DMH HOLDING, LLC

By: 
Name:
Title:

FLEETCOR TECHNOLOGIES, INC.

By: 
Name:
Title:

SWORN AND SUBSCRIBED before me this 25th day of October, 2001.


NOTARY PUBLIC