

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):  
Auto Europe, LLC

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation  
 Other Delaware limited liability company  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

Name: AE Europe, LLC

Address: 39 Commercial Street, Portland, Maine 04101

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Effective Date: December 19, 2003

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

A. Trademark Application No.(s): see attached schedule

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s): see attached schedule

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

Hayley M. Smith  
Senior Legal Assistant  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675  
Telephone (212) 446-4800  
Fax (212) 446-49000

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$ 140  
 Enclosed  
 Authorized to be Charged to Deposit Account

8. Deposit Account No. 111098  
(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.*

Hayley M. Smith                      Hayley Smith                      12/31/03  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$140.00 111098 78194700

**SCHEDULE TO RECORDATION COVER SHEET**

<b>Mark</b>	<b>Country</b>	<b>Serial/Reg. No.</b>
<b>AUTO-EUROPE</b>	USA	1,398,893
<b>AE AUTO EUROPE</b>	USA	78/194,700
<b>EUROPE A LA CARTE</b>	USA	78/151,892
<b>MY EUROPE</b>	USA	78/151,874
<b>SKY DRIVE</b>	USA	2,002,726

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of December 19, 2003 (the "Effective Date") by and between Auto Europe, LLC, a Delaware limited liability company ("Assignor"), and AE Europe, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Auto Europe, LLC, AE Europe Limited, Auto Europe Deutschland GmbH, Parkway Australia Holdings Pty Limited, MyTravel Group plc (collectively, the "Sellers") and Assignee have entered into a certain Asset Purchase Agreement dated as of November 16, 2003 (the "APA"), providing for, among other things, the sale, conveyance, transfer and delivery by the Sellers of all right, title and interest in and to intellectual property owned by or licensed to the Sellers and primarily used or held for use in the business of leisure car rental services; and

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all right, title and interest in and to the marks and/or trade names set forth on Schedule A hereto, together with the goodwill of the businesses associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks.

Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.

Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Governing Law. This Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 12.7 of the APA.

Defined Terms. Any defined term not specifically defined herein shall have the meaning specified in the APA.

Integration. This Agreement, together with the APA and its Exhibits and Schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.

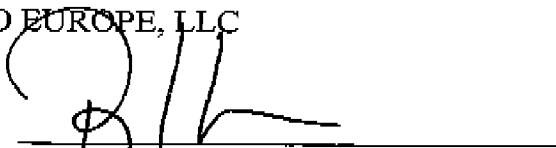
Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment Agreement as of the date first above written.

AUTO EUROPE, LLC

By:

A handwritten signature in black ink, appearing to be 'R. Maraist', is written over a horizontal line.

Name: Robert J. Maraist

Title: Vice President

**SCHEDULE A**

<b>Mark</b>	<b>Country</b>	<b>Serial/Reg. No.</b>
<b>AUTO-EUROPE</b>	Canada	424839
<b>AUTO-EUROPE Plus Design</b>	Canada	468301
<b>AUTO EUROPE AE Plus Design</b>	Italy	5665 94
<b>DESTINATION WORLD AE Plus Design</b>	Italy	714325
<b>AUTO-EUROPE</b>	UK	2042523
<b>AUTO-EUROPE Plus Design</b>	UK	2017739
<b>AUTO-EUROPE</b>	USA	1,398,893
<b>AE AUTO EUROPE</b>	USA	78/194,700
<b>EUROPE A LA CARTE</b>	USA	78/151,892
<b>MY EUROPE</b>	USA	78/151,874
<b>SKY DRIVE</b>	USA	2,002,726