

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fort Lauderdale Transportation, Inc.		10/01/2001	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Marlin, Inc.
Street Address:	2401 21st Ave., South
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37212
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Registration Number:	1885321	USA PARKING
Registration Number:	1886343	USA PARKING
Registration Number:	2002079	USA PARKING SYSTEMS
Registration Number:	2235661	USA PARKING
Registration Number:	2289778	USA PARKING UNIVERSITY
Registration Number:	2283699	USA PARKING PARK-CRUISE
Registration Number:	2282028	USA PARKING CAR CARE CENTER
Registration Number:	2272912	USA PARKING BEACHPARK
Registration Number:	2373463	USA PARKING DEPOT
Registration Number:	2330262	USA PARKING DEPOT
Registration Number:	2317215	THE HOSPITALITY PARKING COMPANY
Registration Number:	2330197	USA AIRPORT PARKING

CORRESPONDENCE DATA	
Fax Number:	(312)827-8185

CH \$315.00 1885321

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-955-6847
Email: trademarks@bellboyd.com
Correspondent Name: Kimberly Reddick, BELL, BOYD & LLOYD LLC
Address Line 1: PO BOX 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115589-00002
NAME OF SUBMITTER:	Kimberly Reddick

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS AGREEMENT

This ASSIGNMENT OF TRADEMARKS AGREEMENT (this "Agreement") is made and entered into as of the 1st day of October, 2001, by and between 1) USA PARKING SYSTEMS, INC., a Florida corporation ("USA Parking"), (2) USA PARKING SYSTEMS OF PITTSBURGH, INC., a Pennsylvania corporation ("USA Pittsburgh"), (3) USA PARKING OF PUERTO RICO, INC., a Florida corporation ("Puerto Rico"), (4) USA TRANSPORTATION, INC., a Florida corporation (dba Parking Facility Systems) ("USA Transportation"), (5) USA PARKING OF HOLLYWOOD, INC., a Florida corporation, ("USA Hollywood") and (6) FORT LAUDERDALE TRANSPORTATION, INC., a Florida corporation ("Transportation"), (USA Parking, USA Pittsburgh, Puerto Rico, USA Transportation, USA Hollywood and Transportation are hereinafter referred to collectively as the "Assignor"), WILLIAM H. BODENHAMER, JR. ("Shareholder"), and MARLIN, INC., a Tennessee corporation (which shall be renamed USA Parking System, Inc. immediately after the closing of the transactions contemplated in that certain Asset Purchase Agreement dated as of July 19, 2001) and a wholly owned subsidiary of CENTRAL PARKING CORPORATION, a Tennessee corporation ("Assignee").

RECITALS:

This Agreement is made with reference to the following facts:

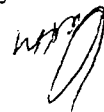
A. Concurrently herewith, Assignor is conveying to Assignee all of Assignor's right, title, interest and estate in and to certain Assets (as more particularly described in the Asset Purchase Agreement).

B. Pursuant to the Asset Purchase Agreement, Assignor is also transferring to Assignee its interest in certain trademarks (each as defined in the Asset Purchase Agreement), including without limitation those trademarks listed on Exhibit "A" attached hereto and incorporated herein by this reference (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignor hereby sells, transfers, assigns and delegates unto Assignee, its successors and assigns all of Assignor's right, title and interest in, to and under the trademarks more particularly described on Exhibit "A".

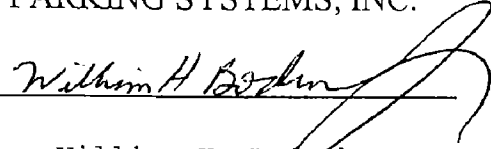
2. Assignor hereby assigns to Assignee, to the extent permitted by law, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest in and to all Trademarks (as defined in the Asset Purchase Agreement), including without limitation all assignable federal, state and local consents, approvals, and licenses held by Seller in connection with the Trademarks (collectively, the "Documentation"). To the extent permitted by law or by the express terms of the Documentation, Assignee shall have the right in its own name to enforce, make a claim under, or file a suit on any Documentation assigned hereby.



3. The parties hereto agree to execute such further documents and agreements as may be necessary or appropriate to effectuate the purposes of this Agreement.
4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
5. This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall not be necessary that the signatures of all parties be contained on any one counterpart. It shall be necessary to account for only one such counterpart in proving the existence or terms of this Agreement.
6. As used in this Agreement, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders, unless the context would clearly not admit such construction.
7. This Agreement constitutes a contract made under and shall be construed and interpreted in accordance with the laws of the State of Florida.
8. The recitals and exhibits are hereby incorporated into this Agreement.
9. All capitalized terms used herein without definition shall have the meaning assigned to them in the Asset Purchase Agreement, the terms of which shall survive the Closing.
10. In the event of a conflict between the terms, provisions or conditions of this Agreement and the Asset Purchase Agreement, the terms, provisions and conditions of the Asset Purchase Agreement shall govern and control.

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

USA PARKING SYSTEMS, INC.

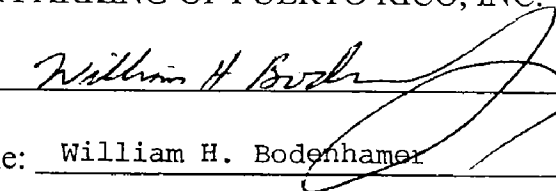
By: 

Name: William H. Bodenhamer

Title: Chairman & CEO

ASSIGNOR:

USA PARKING OF PUERTO RICO, INC.

By: 

Name: William H. Bodenhamer

Title: Chairman & CEO

USA TRANSPORTATION, INC.

By: William H Bodenhamer

Name: William H. Bodenhamer

Title: Chairman & CEO

USA PARKING SYSTEMS OF
PITTSBURGH, INC.

By: William H Bodenhamer

Name: William H. Bodenhamer

Title: Chairman & CEO

USA PARKING OF HOLLYWOOD, INC.

By: William H Bodenhamer

Name: William H. Bodenhamer

Title: Chairman & CEO

FORT LAUDERDALE
TRANSPORTATION, INC.

By: William H Bodenhamer

Name: William H. Bodenhamer

Title: Chairman & CEO

SHAREHOLDER:

William H Bodenhamer, Jr.
William H. Bodenhamer, Jr.

ASSIGNEE:

CENTRAL PARKING CORPORATION

By: William J Vareschi, Jr.

Name: William J. Vareschi, Jr.

Title: CEO

USA PARKING TRADEMARKS SUMMARY

LOGO	REG #	DATE OF APPROVAL	DATE EXPIRES	OWNERSHIP FILED IN AND STATUS OF PROJECT	WALL PLAQUE
A PARKING LOGO	1,885,321	3/21/95	3/21/01	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 5/1/99 receive
A PARKING	1,886,343	3/28/95	3/28/01	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	already have
A PARKING SYSTEMS	2,002,079	9/24/96	9/24/01	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 5/1/97 receive
A PARKING-PARK FLY LOGO	2,235,661	3/30/99	3/30/04	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 7/22/99 receive
A PARKING UNIVERSITY	2,289,778	11/2/99	11/2/09	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 6/23/00
A PARKING SYSTEMS AND CRUISE	2,283,699	10/5/99	10/5/09	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 6/23/00
A CARE CENTER LOGO	2,282,028	9/28/99	9/28/05	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 6/23/00
A PARK LOGO	2,272,912	8/24/99	8/24/09	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 6/23/00
A PARKING DEPOT	2,373,463	8/1/00	8/1/06	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 6/23/00
A PARKING DEPOT & DESIGN	2,330,262	3/14/00	3/14/06	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 6/23/00
A Hospitality Parking Company	2,317,215	Application Serial # 75476,770		Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 6/23/00
A Hospitality Parking Logo	2,330,197	3/14/00	3/14/06	Ft. Lauderdale Transportation, d/b/a USA Parking Systems	ordered 6/23/00

USA PARKING TRADEMARKS SUMMARY

OPEN

2A PARKING
 2B-PARK-FLY LOGO
 2C-PARK-FLY
 (one number)

WILL APPLY FOR
 AFTER RECEIVING
 AUTHORIZATION ON
 LOGO ABOVE.

ON HOLD
 3/1/97

MM did status check on 8/18/98
 is still pending

PORT CANAVERAL
 AND CRUISE

RECORDED 11/10/2004

e:\mydocs\tradesum
 1/28/00

TRADEMARK
 REEL: 002975 FRAME: 0058