

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the misidentification as an assignment instead of a proper security interest previously recorded on Reel 001093 Frame 0369. Assignor(s) hereby confirms the subsequent security interest recording at reel 1366 frame 0878 as properly correcting 1093/0369.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Saunders, Inc.		12/07/1993	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BT Commercial Corporation
Street Address:	14 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1470969	
Registration Number:	1470913	F.A.S.T.
Registration Number:	1470914	

CORRESPONDENCE DATA

Fax Number: (202)682-3580
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2026823671
Email: jrynkiewicz@kayescholer.com
Correspondent Name: John P. Rynkiewicz
Address Line 1: 901 Fifteenth Street, N.W.
Address Line 2: Kaye Scholer LLP, Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	13114-0001
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**TRADEMARK
 REEL: 003589 FRAME: 0321**

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NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	07/30/2007

Total Attachments: 11

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FORM P.T.O. 1004
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Saunders, Inc.

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

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

2. Name and address of receiving party(ies):
Name: BT Commercial Corporation

Internal Address: _____
Street Address: 14 Wall Street
City: New York State: NY ZIP: 10005

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If recipient is not domiciled in the United States, a domestic representative designation is required: Yes No
(Designation must be a signed document that is attached)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: December 7, 1993

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark registration No.(s)
1,470,913
1,470,914
1,470,959
1,521,196

Additional numbers attached? Yes No

RECEIVED
FEB - 7 1994
MAIL ROOM

5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: Barbara H. Goodstein, Esq.

Internal Address: _____

Street Address: Rogers & Wells
200 Park Avenue
City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): _____ \$ 118.00

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

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070 FB 02/03/94 1470913	0 482	75.00 CK

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.

Barbara H. Goodstein [Signature] January 13, 1994

Name of Person Signing Signature Date

29149882 Total number of pages comprising cover sheet: 9

OMB No. 0801-0011 (Rev. 4/93)
Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE I

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
F.A.S.T.	1,470,913	December 29, 1987
"Design"	1,470,914	December 29, 1987
"Design"	1,470,969	December 29, 1987
Driver Central	1,521,196	January 17, 1989

TRADEMARK

REEL 1093 FRAME 370

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TRADEMARK
REEL: 1366 FRAME: 0882

TRADEMARK
REEL: 003589 FRAME: 0324

EXECUTION COPY

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Assignment"), is made and entered into as of December 7, 1993, by SAUNDERS, INC., a Delaware corporation ("Assignor"), in favor of BT COMMERCIAL CORPORATION, as Administrative Agent for the Secured Creditors ("Assignee"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, Assignor owns and uses in its business various intangible assets, including the trademarks and service marks, together with the good will symbolized by said marks, and the trademark applications and service mark applications listed on Schedule I attached hereto, as the same may be amended from time to time, and all designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks");

WHEREAS, Comdata Network, Inc., a Maryland corporation (the "Borrower"), the Lenders, the Agents and the Issuing Bank have entered into that certain Credit Agreement, dated as of December 29, 1993 (as modified, amended or supplemented from time to time, the "Credit Agreement"), providing a revolving credit facility and a letter of credit facility for the Borrower;

WHEREAS, the Borrower proposes to acquire (the "Acquisition") concurrently herewith all of the outstanding shares of capital stock of the Assignor pursuant to a Stock Purchase Agreement dated as of November 11, 1993 by and between Assignor and the shareholders of Assignor;

WHEREAS, pursuant to the terms of the Credit Agreement, the Borrower must obtain the consent of the Majority Lenders to the Acquisition, which consent is set forth in the Fourth Amendment to Credit Agreement, Consent and Waiver dated as of even date herewith;

WHEREAS, the Majority Lenders have required, as a condition to issuing their consent to the Acquisition, that Assignor execute and deliver this Assignment;

WHEREAS, from and after the Acquisition, the proceeds of the Loan will be used in part to enable the Borrower to make loans and advances to Assignor in connection with the operation of Assignor's business;

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TRADEMARK
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WHEREAS, from and after the acquisition, Assignor and the Borrower will share an identity of interests as members of a combined group of companies, and Assignor will derive substantial direct and indirect benefits from such Loans;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor hereby pledges and mortgages, but does not transfer title, to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under each of the Trademarks and rights and interests in Trademarks which are presently owned, held (whether pursuant to a license or otherwise) or used by Assignor, in whole or in part (including, without limitation, the Trademarks specifically listed on Schedule I attached hereto, as the same may be amended from time to time), and including all trademark rights with respect thereto and all federal, state and foreign registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, registrations and trademark rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Assignor or in the name of Assignee for past, present and future infringements of the Trademarks, registrations or trademark rights of Assignor and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and any associated goodwill.

2. Assignor hereby represents and warrants that (a) the Trademarks listed on Schedule I hereto include all of the registered trademarks, applications therefor, registered service marks and applications therefor now owned or licensed to or by Assignor and (b) no Liens other than the Liens granted pursuant hereto have been granted by Assignor to any other Person in the Trademarks. If, prior to the termination of this Assignment, Assignor shall obtain rights to any new trademarks, trademark applications, service marks or service mark applications, the provisions of Section 1 hereto shall automatically apply thereto. Assignor shall give to Assignee written notice of events described in the immediately preceding sentence on a quarterly basis. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule I hereto to include any future trademarks, trademark applications, service marks or service mark applications.

3. Upon the occurrence of an Event of Default, Assignee may, without notice to or demand upon Assignor, exercise any one or more of the rights set forth in the Security Agreement, of even date herewith, by Assignor in favor of Assignee, including, without limitation, the right to revise, update, amend, complete, file or record the Assignment of Trademark Registrations and

Applications attached as Exhibit A hereto, as Assignee may determine to be necessary or desirable to assign or otherwise transfer the trademarks covered by this Assignment to any Person including, without limitation, any Lender, any Agent or the Issuing Bank.

4. All notices and correspondences to any party hereunder shall be given in the manner prescribed by Section 11.6 of the Credit Agreement, and if to Assignor to its address and facsimile number set forth below, as such address and facsimile number may be changed by like notice, and shall be deemed given in accordance with Section 11.6 of the Credit Agreement.

5. Any amendment or waiver of any provision of this Assignment, and any consent to any departure by Assignor from any provision of this Assignment, shall be effective only if made or given in compliance with all of the terms and provisions of Section 11.11 of the Credit Agreement.

6. No delay or omission of Assignee to exercise any right or remedy hereunder shall impair any such right or shall operate as a waiver thereof. No single or partial exercise by Assignee of any right or remedy hereunder shall preclude any other or further exercise thereof, or preclude any other right or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

7. The validity, interpretation and enforcement of this Assignment shall be governed by the laws of the State of New York without giving effect to the conflict of laws principles thereof.

8. This Assignment shall create a continuing security interest in the Trademarks and shall (i) remain in full force and effect until payment in full (including after the Expiration Date) of the Obligations and the termination of the Lenders' Commitments, (ii) be binding upon Assignor and its successors and assigns, and (iii) inure, together with the rights and remedies of Assignee hereunder, to the benefit of the Secured Creditors and their respective successors, transferees and assigns. Without limiting the generality of clause (iii) above, any Lender may, except as limited by the express terms of the Credit Agreement, assign or otherwise transfer any Revolving Note held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise.

9. All representations, warranties and covenants of Assignor contained herein shall survive the execution and delivery of this Assignment, and shall terminate only upon the full and final payment and performance by Assignor of the Obligations secured hereby and termination of the Lenders' Commitments.

10. (a) Assignee shall have and be entitled to exercise all powers hereunder which are specifically granted to Assignee by the terms hereof, together with such powers as are reasonably incident thereto. Assignee may perform any of its duties hereunder or in connection with the Trademarks by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither Assignee nor any director, officer, employee, attorney or agent of Assignee shall be liable to Assignor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, nor shall Assignee be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. Assignee and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper Person or Persons.

(b) Assignor acknowledges that the rights and responsibilities of Assignee under this Assignment with respect to any action taken by Assignee or the exercise or non-exercise by Assignee of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Assignment shall, as between Assignee and the other Secured Creditors, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between Assignee and Assignor, Assignee shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority so to act or refrain from acting, and Assignor shall not be obligated or entitled to make any inquiry respecting such authority.

11. This Assignment shall terminate upon the receipt by Assignee of evidence satisfactory to it of the payment in full in Dollars of the Obligations and the termination of the Lenders' Commitments, or the release of Assignor by the Lenders, the Agents and the Issuing Bank, whichever occurs first. At such time, Assignee shall, at the request and expense of Assignor, execute and deliver to Assignor such documents as may reasonably be requested by Assignor to evidence the same, at the expense of Assignor.

12. This Assignment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

SAUNDERS, INC

By: 

Name: Peter D. Voysey

Title: Secretary

Building One, Third Floor
2801 Highway 280 South
Birmingham, Alabama 33223
Attention: President
Facsimile No.: (205) 868-6626

with a copy to:

Comdata Network, Inc.
5308 Maryland Way
Brentwood, Tennessee 37027
Attention: Dennis R. Hanson
Facsimile No.: (615) 370-7614

Accepted:

BT COMMERCIAL CORPORATION,
as Administrative Agent

By: 

Name: LINDA MCCORMACK

Title: VP

TRADEMARK

REEL 093 FRAME 75

STATE OF TENNESSEE)
) ss.:
COUNTY OF DAVIDSON)

On the 7th day of December, 1993, before me personally came Peter Vonsey, to me known, who being by me duly sworn, did depose and say that he resides at Nashville, Tennessee, that he is the Vice President of Saunders, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Carl M. Maynor
Notary Public
MC: 1-23-94

STATE OF New York)
) ss.:
COUNTY OF Nassau)

On the 8th day of December, 1993, before me personally came Janice McCormack, to me known, who being by me duly sworn, did depose and say that she resides at 14 Wall Street, New York, New York 10036, that she is a Vice President of BT Commercial Corporation, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

Margaret E. Richards
Notary Public

MARGARET E. RICHARDS
Notary Public, State of New York
No. 31-6736704
Qualified in Nassau County
Certificate Filed in New York County
Commenc. Expiry 1/31/95

TRADEMARK

REEL 1093 FRAME 376

EXHIBIT A

ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS

WHEREAS, Saunders, Inc. ("Assignor"), a Delaware corporation with an address at Building One, Third Floor
2801 Highway 280 South, Birmingham,
Alabama 3322 has adopted, used and is using certain trademarks listed on Schedule I annexed hereto and has made applications to use certain trademarks listed on such Schedule, such Schedule being made a part hereof (the "Marks"), all of which are registered or filed in the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns to _____
all of its right, title and interest in and to each of the Mark _____
together with the good will of the business symbolized by the Marks, and their respective federal registrations.

TRADEMARK

REEL 1093 FRAME 377

DATED: _____

ATTEST: SAUNDERS, INC.

Name: _____

By: _____
Name:
Title:

RECORDED
PATENT AND TRADEMARK
OFFICE

JUN 18 1994

ABBOE736 WFS

RECORDED: 03/28/1995

TRADEMARK
REEL: 1366 FRAME: 0889

RECORDED: 07/30/2007

TRADEMARK
REEL: 003589 FRAME: 0331