

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manhattan International Limousine Network LLC		02/07/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NEXBANK, SSB, as Second Lien Collateral Agent		
Street Address:	13455 Noel Road, Suite 2220		
Internal Address:	Attn: Jeff Scott		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2255237	MANHATTAN INTERNATIONAL	
Registration Number:	1712272	MANHATTAN INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	405805		
NAME OF SUBMITTER:	Oleh Hereliuk		

CH \$65.00 2255237

Signature:

/oh/

Date:

02/08/2008

Total Attachments: 6

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Manhattan International Limousine Network LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: NEXBANK, SSB, as Second Lien Collateral Agent
Internal
Address: Attn: Jeff Scott
Street Address: 13455 Noel Road, Suite 2220
City: Dallas
State: Texas
Country: USA Zip: 75240

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 02/07/2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2255237; 1712272

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Federal Research Co.
Internal Address: Oleh Hereliuk
Street Address: 1023 15th Street NW
Suite 401
City: Washington
State: DC Zip: 20005
Phone Number: 202-783-2700
Fax Number: 202-783-0145
Email Address: Oleh.Hereliuk@federalresearch.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Austin Witt 02/08/2008
Signature Date

Austin Witt
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2008 is entered into by and among **MANHATTAN INTERNATIONAL LIMOUSINE NETWORK LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **NEXBANK, SSB**, as Second Lien Collateral Agent ("**Agent**") and Lenders.

RECITALS:

A. Pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of October 23, 2007 (as it may be amended, supplemented or otherwise modified, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among **CAREY INTERNATIONAL, INC.**, a Delaware corporation ("**Company**"), **CAREY HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"), certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, **HIGHLAND FINANCIAL CORP.** as Arranger and **NEXBANK, SSB** as Administrative Agent and Collateral Agent, Lenders have agreed to make the Loans for the benefit of Company, Holdings and the Subsidiaries of Company;

B. Agent and Lenders were willing to make the Loans as provided for in the Credit Agreement and enter into the Credit Agreement, but only upon the condition, among others, that Company, Holdings and certain Subsidiaries of Company shall have executed and delivered to Agent, for itself and the benefit of Lenders, that certain Second Lien Pledge and Security Agreement dated as of October 23, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Pledge and Security Agreement**"); and

C. Pursuant to the Pledge and Security Agreement and Section 5.10 of the Credit Agreement, Grantor is required to execute and deliver to Agent, for itself and the benefit of Lenders, this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS

1.1 General Definitions.

In this Second Lien Trademark Security Agreement the following terms shall have the following meanings:

"**Agent**" as defined in preamble.

"**Company**" as defined in recitals.

"**Credit Agreement**" as defined in recitals.

"Grantor" as defined in preamble.

"Holdings" as defined in recitals.

"Pledge and Security Agreement" as defined in recitals.

"Proceeds" as defined in Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"Trademark Collateral" as defined in Section 2.

"Trademark Licenses" shall mean, with respect to any Grantor, all license agreements of such Grantor with any Person providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder), including, without limitation, each agreement referred to in Schedule 4.7(B) of the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), subject, in each case, to the terms of such license agreement.

"Trademarks" shall mean with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, trade dress, trade styles, logos and other indicia of origin or source, all registrations and applications for any of the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(A) of the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing belonging to such Grantor, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

1.2 Definitions.

All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the **"Trademark Collateral"**):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of car service business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing including, without limitation; any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT

The security interests granted pursuant to this Second Lien Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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**SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

US Trademark Registrations

	TRADEMARK NAME	FILING DATE	REG NO.	STATUS
1.	Manhattan International	06/22/1999	2255237	Registered
2.	Manhattan International (and Design)	09/01/1992	1712272	Registered

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANHATTAN INTERNATIONAL
LIMOUSINE NETWORK LLC

By:


Name:

Title:

Mitchell J. Lahr
Vice President, Finance

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT