

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Suntrust Banks, Inc.		09/02/2008	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Transplatinum Service, LLC
Street Address:	5042 Linbar Drive
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37211
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2240620	FLEETONE
Registration Number:	2790730	OUR WAY IS THE HIGHWAY
Registration Number:	3035000	PLUS NETWORK
Registration Number:	1899165	PLUSCHEK
Registration Number:	2782822	TRUCKERS ADVANTAGE
Registration Number:	3299572	ROAD WARRIOR
Registration Number:	3262972	ROADWARRIOR
Serial Number:	77516573	FLEET ONE

CORRESPONDENCE DATA

Fax Number: (215)981-4750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215.981.4547
 Email: leonardm@pepperlaw.com
 Correspondent Name: Michael J. Leonard, Esquire
 Address Line 1: Eighteenth & Arch Streets

OP \$215.00 2240620

Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	134079.4
NAME OF SUBMITTER:	Michael J. Leonard
Signature:	/michael leonard/
Date:	09/11/2008

Total Attachments: 7

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EXHIBIT 3.2(a)(xii)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of September 2, 2008, by and between SUNTRUST BANKS, INC., a Georgia corporation ("Assignor"), and TRANSPLATINUM SERVICE, LLC, a Tennessee limited liability company ("Assignee"), as successor-in-interest to TransPlatinum Service Corp., a Tennessee corporation.

WHEREAS, Assignor has entered into that certain Purchase and Sale Agreement relating to Assignee and its Subsidiaries, dated September 2, 2008, among Assignor, FleetOne Holdings, LLC, a Delaware limited liability company, and LLR Equity Partners III, L.P., a Delaware limited partnership (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Purchaser, in exchange for the consideration specified therein, 100% of the issued and outstanding membership interests of Assignee;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee its rights in and to (i) the trademarks, including the trademark registrations and applications therefor, identified on Schedule A attached hereto (the "Trademarks"), and the common law trademarks and expired federal trademarks identified on Schedule B attached hereto (the "Common Law and Expired Federal Trademarks"), (ii) the goodwill (if any) associated with and symbolized by the Trademarks and the Common Law and Expired Federal Trademarks; and (iii) the proprietary software identified on Schedule C and attached hereto (the "Proprietary Software" and, together with the Trademarks and the Common Law and Expired Federal Trademarks, the "Intellectual Property"); and

WHEREAS, Assignee desires to accept such assignment of the Intellectual Property, including the goodwill thereof.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, including \$10.00 cash in hand, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignor assigns, transfers, and conveys to Assignee, its successors and assigns all of Assignor's right, title, and interest in and to the Trademarks, including the registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill symbolized thereby, and including without limitation Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

2. Assignment of Common Law Trademarks and Expired Federal Trademarks. Assignor assigns, transfers, and conveys to Assignee, its successors and assigns all of Assignor's right, title, and interest (if any) in and to the Common Law and Expired Federal Trademarks, including the rights to apply for registration thereof (if any) and all common law rights and rights in foreign jurisdictions therein (if any), together with the goodwill symbolized thereby (if any), and including without limitation Assignor's right (if any) to sue for and seek remedies against past, present, and future infringements of any or all of the Common Law and Expired Federal Trademarks and rights of priority and protection of interests therein (if any) under the laws of any jurisdiction worldwide.

3. Assignment of Proprietary Software. Assignor assigns, transfers, and conveys to Assignee, its successors and assigns all of Assignor's right, title, and interest (if any) in and to the Proprietary Software, including the rights to apply for registration thereof and for intellectual property protection

AGREED FORM

therein (if any) and any rights related thereto and rights in foreign jurisdictions therein (if any), and including without limitation Assignor's right (if any) to sue for and seek remedies against past, present, and future infringements of any or all of the Proprietary Software and rights of priority and protection of interests therein (if any) under the laws of any jurisdiction worldwide.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Georgia without regard to the conflicts of law principles thereof.

5. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, representations or warranties of Assignor contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment as of the date first above written.

**ASSIGNOR:
SUNTRUST BANKS, INC.**

By: _____
Name: Richard G. Blumberg
Title: Senior Vice President

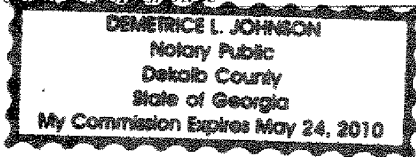
STATE OF GEORGIA }
COUNTY OF FULTON }

On this 2nd day of September 2008, before me, a Notary Public in and for the State and County set forth above, personally appeared Richard G. Blumberg, known by me to be the person above named and an officer of Assignor, who is duly authorized to execute this Assignment on behalf of Assignor and who signed and executed the foregoing instrument on behalf of Assignor.

Witness my hand and official seal.

Demetrice L. Johnson
Notary Public in and for said County and State

My Commission Expires _____



**ASSIGNEE:
TRANSPLATINUM SERVICE, LLC**

By: _____
Name: Walter A. Roberts, III
Title: President & CEO

STATE OF _____ }
COUNTY OF _____ }

On this ___ day of _____, 2008, before me, a Notary Public in and for the State and County set forth above, personally appeared _____, known by me to be the person above named and an officer of Assignee, who is duly authorized to execute this Assignment on behalf of Assignee and who signed and executed the foregoing instrument on behalf of Assignee.

Witness my hand and official seal.

Notary Public in and for said County and State

My Commission Expires _____

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:
SUNTRUST BANKS, INC.

By: _____
Name: Richard G. Blumberg
Title: Senior Vice President

STATE OF GEORGIA }
COUNTY OF FULTON }

On this ____ day of _____, 2008, before me, a Notary Public in and for the State and County set forth above, personally appeared Richard G. Blumberg, known by me to be the person above named and an officer of Assignor, who is duly authorized to execute this Assignment on behalf of Assignor and who signed and executed the foregoing instrument on behalf of Assignor.

Witness my hand and official seal.

Notary Public in and for said County and State

My Commission Expires _____

ASSIGNEE:
TRANSPANTHIDIP SERVICE, LLC

By: [Signature]
Name: Walter A. Roberts, II
Title: President & CEO

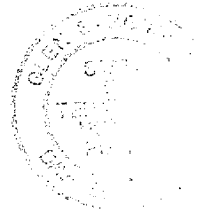
STATE OF Tennessee }
COUNTY OF DeKalb }

On this 22 day of Sept., 2008, before me, a Notary Public in and for the State and County set forth above, personally appeared Walter Roberts, known by me to be the person above named and an officer of Assignee, who is duly authorized to execute this Assignment on behalf of Assignee and who signed and executed the foregoing instrument on behalf of Assignee.

Witness my hand and official seal.

[Signature]
Notary Public in and for said County and State


My Commission Expires 1/3/2011



Signature Page to Intellectual Property Assignment Agreement

Schedule A



Federal Trademarks

Trademark	Status	Appl. No. Reg. No.	Filing Date Reg. Date
FLEETONE	Registered	75-438077 2,240,620	02/20/1998 04/20/1999
OUR WAY IS THE HIGHWAY	Registered	76-461759 2,790,730	10/25/2002 12/09/2003
PLUS NETWORK	Registered	78-482370 3,035,000	09/13/2004 12/27/2005
PLUSCHEK	Registered	74-374253 1,899,165	03/30/1993 06/13/1995
TRUCKERS ADVANTAGE	Registered	76-377246 2,782,822	02/27/2002 11/11/2003
ROAD WARRIOR	Registered	78-755766 3,299,572	11/17/2005 9/25/2007
ROADWARRIOR and Design 	Registered	78-755834 3,262,972	11/17/2005 8/8/2006
FLEET ONE	Application	77-516573	07/08/2008



Schedule B

Common Law and Expired Federal Trademarks

Common Law Trademarks

Trademark	Graphics
FLEETONE & Design	
FLEETONE FACTORING	
FLEET ONE FACTORING	
FLEETONE FACTORING & Design	
FLEETONE OVER THE ROAD	
FLEET ONE OVER THE ROAD	
FLEET ONE OTR	
FLEET ONE LOCAL	

Expired Federal Trademarks

Trademark	Status	Appl. No. Reg. No.	Filing Date Reg. Date
FLEETONE and Design 	Abandoned	78-879426	05/09/2006
FLEETONE FACTORING	Abandoned	78-884762	05/16/2006
FLEETONE FACTORING and Design 	Abandoned	78-884832	05/16/2006
FLEETONE OVER THE ROAD	Abandoned	78-889803	05/23/2006
ROAD WARRIORS	Abandoned	78-471705	08/23/2004

Schedule C

Proprietary Software

Software	Function
Progress Database	Core Database
Progress Client	Windows Client for Progress Application
Progress Webspeed	Web Frontend for Progress Database
FleetOne Permits	Home Grown Permits Application
NAT	New Account Tracking System (Home Grown)