

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CUSA, LLC		03/12/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coach America Holdings, Inc.		
<b>Street Address:</b>	5430 LBJ Freeway, Suite 1075		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3438628	COACH AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)999-3623		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-999-4487		
<b>Email:</b>	ip@gardere.com, jfulmer@gardere.com		
<b>Correspondent Name:</b>	Gardere Wynne Sewell LLP/Jason R. Fulmer		
<b>Address Line 1:</b>	1601 Elm Street, Suite 3000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	130429-1		
<b>NAME OF SUBMITTER:</b>	Jason R. Fulmer		
<b>Signature:</b>	/Jason R. Fulmer/		
<b>Date:</b>	03/13/2009		

OP \$40.00 3438628

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") effective as of March \_\_, 2009 (the "Effective Date"), is by and between **CUSA, LLC**, a Delaware Limited Liability Company, with an address of 5430 LBJ Freeway, Suite 1075, Dallas, Texas 75240 ("Assignor"), and **COACH AMERICA HOLDINGS, INC.**, a Delaware Corporation, with an address of 5430 LBJ Freeway, Suite 1075, Dallas, Texas 75240 ("Assignee"). Assignor and Assignee are sometimes referenced individually as a "Party" and referenced collectively as the "Parties."

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the name and mark "COACH AMERICA" as well as U.S. Reg. No. 3,438,628 for the service mark "COACH AMERICA", together with all goodwill associated therewith (hereinafter, collectively the "Marks"); and

**WHEREAS**, Assignor desires to assign and transfer all of its rights, title and interest in, to, and under the Marks to Assignee, and Assignee desires to acquire all of Assignor's rights, title and interest in, to, and under the Marks pursuant to the terms and conditions of this Assignment.

**NOW, THEREFORE**, in consideration of the premises, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. ASSIGNMENT.**

Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's rights, title and interest in, to, and under, the Marks together with the goodwill associated therewith, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Marks. Such rights, title and interest shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

**2. RECORDALS/FURTHER ASSURANCES.**

Assignee shall record this Assignment with the United States Patent and Trademark Office with respect to U.S. Reg. No. 3,438,628. Assignor shall execute and deliver to Assignee all such further instruments, assignments, assurances and other documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee all rights in and to the Marks as provided herein.

3. ORIGINALS/COUNTERPARTS.

This Assignment may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representative as of the Effective Date.

ASSIGNOR:

CUSA, LLC

By: 

Printed Name: George W. Hanthorn

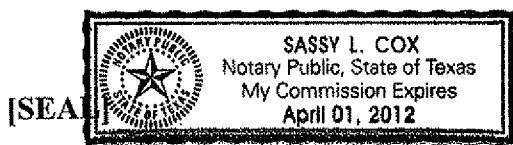
Title: Senior Vice President

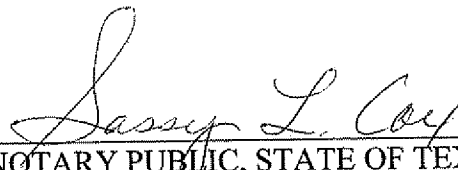
Date: 3/12/2009

THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

George W. Hanthorn BEFORE ME, the undersigned, a Notary Public, on this day personally appeared known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of CUSA, LLC, and that he executed the same as the act of CUSA, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of March, 2009.



  
NOTARY PUBLIC, STATE OF TEXAS

**ASSIGNEE:**

**COACH AMERICA HOLDINGS, INC.**

By: *G Maney*

Printed Name: George Maney

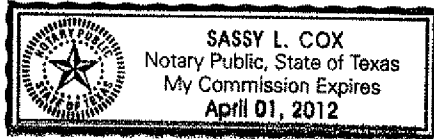
Title: Secretary

Date: 3/12/09

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF DALLAS    §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared George Maney, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Coach America Holdings, Inc. and that he executed the same as the act of Coach America Holdings, Inc. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of March, 2009.



[SEAL]

*Sassy L. Cox*  
NOTARY PUBLIC, STATE OF TEXAS