

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
Parking Company of America Airports, LLC		05/28/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CFS 2907 Parking LLC
Street Address:	200 West Monroe Street
Internal Address:	Suite 1500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76671401	FASTTRACK AIRPORT PARKING
Serial Number:	78215206	AIRPORTDISCOUNTPARKING.COM
Serial Number:	76094590	PICCOLO
Serial Number:	75449390	AVISTAR AIRPORT VALET PARKING
Serial Number:	75406816	AVISTAR
Registration Number:	2637027	ONEPAY
Registration Number:	2823315	
Registration Number:	2838605	
Registration Number:	3590653	AVISTAR AIRPORT PARKING
Registration Number:	3586861	AVISTAR
Serial Number:	76671400	FASTTRACK AIRPORT PARKING

CORRESPONDENCE DATA

900163825

**TRADEMARK
 REEL: 004218 FRAME: 0898**

CH \$290.00 76671401

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-2000
Email: christine.casey@kirkland.com
Correspondent Name: Krista L. Nunemaker
Address Line 1: 300 N. LaSalle Street, 28th Floor
Address Line 2: c/o Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10839-3 CAC
NAME OF SUBMITTER:	Krista L. Nunemaker
Signature:	/Krista L. Nunemaker/
Date:	06/04/2010

Total Attachments: 12
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into this 28th day of May, 2010, by and between CFS 2907 Parking LLC, a Delaware limited liability company ("Assignee"), and Parking Company of America Airports, LLC, a Delaware limited liability company ("Assignor").

W I T N E S S E T H:

WHEREAS, Assignor is the current owner of record of the trademarks listed on Schedule A attached hereto, including the U.S. trademark registrations and applications, state trademark registrations and Canadian trademark registrations listed on Schedule A (hereinafter referred to as "Registrations" and "Trademarks", respectively);

WHEREAS, Assignee and Assignor, among others, entered into an Asset Purchase Agreement dated as of April 29, 2010 (as amended, modified or supplemented from time to time in accordance with its terms, the "Asset Purchase Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to and in accordance with the terms of which, Assignor has agreed to sell, transfer and assign to Assignee, and Assignee has agreed to purchase, acquire and assume from Assignor, pursuant to sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities, including the Registrations and Trademarks; and

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to transfer, assign and otherwise convey to Assignee any and all of Assignor's rights, title and interest in, to and under the Trademarks, and the good will associated therewith, including the Registrations pursuant to this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby, as of the date hereof, transfer, assign and otherwise convey to Assignee and Assignee hereby accepts the assignment and transfer of, all of Assignor's right, title and interest in, to and under (1) the Trademarks, together with the goodwill associated with and symbolized by the Trademarks, and all marks consisting of or comprising the Trademarks, and the Registrations, including any renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Trademarks hereafter, and (2) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Assignor hereby agrees to perform all acts reasonably necessary and appropriate to assist Assignee in perfecting the rights hereby transferred, assigned and conveyed, and to promptly execute all papers as may be reasonably requested by Assignee in order to obtain assignment documents in recordable form and to perfect the rights, title and interest hereby transferred, assigned and conveyed.

3. This Assignment shall inure to the benefit of the successors and assigns of Assignee, and shall be binding upon the successors and assigns of Assignor.

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be executed effective as of this ___ day of _____, 2010.

ASSIGNOR

PARKING COMPANY OF AMERICA
AIRPORTS, LLC

ASSIGNEE

CFS 2907 PARKING LLC

By: _____

Name: Charles Huntzinger

Title: Chief Executive Officer

By: TJ _____

Name: Timothy J. Hart

Title: Vice President, Secretary &
General Counsel

Sworn to before me this ___ day
of _____, 2010.

See Attached CA Jurat
Sworn to before me this 20th day
of May, 2010.

Notary Public

Ando M...
Notary Public

JURAT

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed before me on
this 28th day of May, 2010,
by Timothy J. Hart

proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

Signature Fernando Mercado



(Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

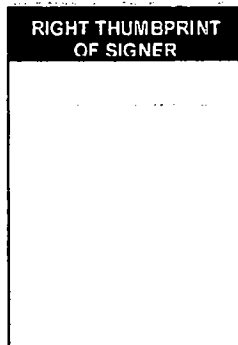
Document Date: _____ No. of Pgs.: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____





- Individual
- Corporate Officer – Title(s): _____
- Partner - Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____








Signer Is Representing: _____








SCHEDULE A – TRADEMARKS






UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARKS





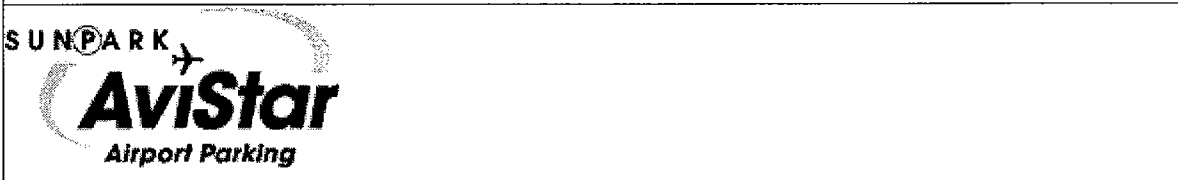
<u>Mark</u>	<u>App. Serial No.</u>	<u>Reg. No.</u>
FASTTRACK DIVIDENDS	N/A	N/A
	N/A	N/A
FASTTRACK PREMIER PARKER	N/A	N/A
	N/A	N/A
FASTTRACK AIRPORT PARKING	76/671,400	N/A
	76/671,401	N/A
	76/671,401*	N/A

<u>Mark</u>	<u>App. Serial No.</u>	<u>Reg. No.</u>
	76/671,401*	N/A
	76/671,401*	N/A
	76/671,401*	N/A
	76/671,401*	N/A
	76/671,401*	N/A

<u>Mark</u>	<u>App. Serial No.</u>	<u>Reg. No.</u>
	76/671,401*	N/A
AIRPORTDISCOUNTPARKING.COM	78/215,206	2,988,342
		
		
PICCOLO	76/094,590 (abandoned 07/23/08)	2,596,999
	75/449,390	2,764,485
AVISTAR	75/406,816	2,740,637
ONEPAY	76,240,117 (abandoned 10/15/08)	2,637,027

<u>Mark</u>	<u>App. Serial No.</u>	<u>Reg. No.</u>
	78/215,248	2,823,315
	78/215,252	2,838,605
	N/A	N/A
PCAA	N/A	N/A
	N/A	N/A
	N/A	N/A
AIRPORT CORPORATE PARKING	N/A	N/A
	N/A	N/A
SUNPARK	N/A	N/A
	N/A	N/A

<u>Mark</u>	<u>App. Serial No.</u>	<u>Reg. No.</u>
		
	77/535,150*	3,590,653*
	77/535,150	3,590,653
	77/535,150*	3,590,653*
	77/535,150*	3,590,653*


<u>Mark</u>	<u>App. Serial No.</u>	<u>Reg. No.</u>
	77/535,150*	3,590,653*
	77/535,150*	3,590,653*
	77/535,150*	3,590,653*
	77/538995	3586861
	N/A	N/A

*Color is not claimed as a feature of the Mark, so technically all of these are covered if they are the same design no matter what the color scheme is.

STATE TRADEMARK REGISTRATIONS AND TRADEMARKS

State	Mark	Reg. No. Date
State of CA	FASTTRACK AIRPORT PARKING	64184 15 NOV 2007
State of TX	FASTTRACK AIRPORT PARKING	800885339 12 NOV 2007
State of AZ	FASTTRACK AIRPORT PARKING	52284 08 NOV 2007
State of TN	FASTTRACK AIRPORT PARKING	N/A 29 OCT 2007
State of IL	FASTTRACK AIRPORT PARKING	098257 24 OCT 2007
State of NJ	FASTTRACK AIRPORT PARKING	22895 22 OCT 2007
State of PA	FASTTRACK AIRPORT PARKING	3339373 19 OCT 2007
State of NY	FASTTRACK AIRPORT PARKING	S20235 18 OCT 2007
State of CT	FASTTRACK AIRPORT PARKING AND DESIGN FASTTRACK AIRPORT PARKING	23010 17 OCT 2007
State of MO	FASTTRACK AIRPORT PARKING	S017775 16 OCT 2007
State of GA	FASTTRACK AIRPORT PARKING	23810 15 OCT 2007
State of CO	FASTTRACK AIRPORT PARKING	20071436254 24 SEP 2007
State of NY	FASTTRACK AIRPORT PARKING	S20235 18 OCT 2007

FOREIGN TRADEMARK REGISTRATIONS AND TRADEMARKS

Country	Mark	App. Serial No.	Reg. No.
CANADA	FASTTRACK AIRPORT PARKING	1340247	TMA715182
CANADA	FASTTRACK AIRPORT PARKING AND DESIGN 	1340249	TMA723737
CANADA	FASTTRACK AIRPORT PARKING	1340247	TMA715182