

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelley Fleet Services, LLC		12/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KA FleetOne, Inc.		
Street Address:	1331 N. California Blvd., Suite 150		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2930952	KELLEY FLEET SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
Phone:	4156932440		
Email:	crhem@cooley.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	314136-102		
NAME OF SUBMITTER:	C. Rhem		
Signature:	/CR/		

CH \$40.00 2930952

Date:

12/28/2011

Total Attachments: 3

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EXHIBIT A-1

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Trademark Assignment*") is entered into as of December 21, 2011 (the "*Effective Date*") by **KELLEY FLEET SERVICES, LLC**, a Delaware limited liability company ("*Assignor*"), to and for the benefit of **KA FLEETONE, INC.**, a Delaware corporation ("*Assignee*").

RECITAL

A. Assignor and Assignee have entered into that certain Asset Purchase and Contribution Agreement dated as of December 21, 2011 (as the same may from time to time be amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), by and among Assignor, Assignee, **KAFS Holdings, Inc.**, a Delaware corporation, and **Kelley-Amerit Fleet Services, Inc.**, a California corporation, pursuant to which Assignor has agreed to sell certain assets to Assignee as of the Effective Date, upon the terms and subject to the conditions set forth in the Purchase Agreement.

B. Assignor is the owner of a certain trademark that Assignee wishes to acquire the entire rights, title and interests to.


AGREEMENT

Assignor, intending to be legally bound, agrees that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does assign, transfer, and convey to Assignee as of the Effective Date, all right, title and interest in the United States in and to the marks shown on Schedule I hereto; the registrations thereof; and the goodwill symbolized by and associated with the use of same; together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has executed this Trademark Assignment as of the Effective
Date.

KELLEY FLEET SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Dennis Scott
Title: President

SCHEDULE I

Mark	U.S. Registration Number	Issued
KELLEY FLEET SERVICES	2930952	March 8, 2005