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
COACH AMERICA HOLDINGS, INC.		05/15/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CUSA ES, LLC
Street Address:	5430 LBJ Freeway
Internal Address:	Suite 1075
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark	
Registration Number:	3720266	COACH AMERICA CREW TRANSPORT	
Registration Number:	3936103	COACH AMERICA CREW TRANSPORT	

CORRESPONDENCE DATA

Fax Number: 9735972400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 973-597-2500

Email: Istrademark@lowenstein.com
Correspondent Name: Lawrence A. Weinstein, Esq.
Address Line 1: Lowenstein Sandler PC
Address Line 2: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER: 26163.2

NAME OF SUBMITTER: Lawrence A. Weinstein, Esq. TRADEMARK

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Signature:	/Lawrence A. Weinstein/	
Date:	08/07/2012	
Total Attachments: 4 source=Coach America (TM Assignment)#page1.tif source=Coach America (TM Assignment)#page2.tif source=Coach America (TM Assignment)#page3.tif source=Coach America (TM Assignment)#page4.tif		

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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment") is dated as of May 15, 2012 (the "Effective Date") by Coach America Holdings, Inc. ("Assignor") and CUSA ES, LLC ("Assignee"). As used in this Assignment, "Party" or "Parties" means, individually or collectively, Assignor and Assignee.

WHEREAS, Assignor wishes to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered and unregistered marks and/or trade names set forth on the attached <u>Schedule A</u> hereto, together with the goodwill of the business associated therewith (collectively, the "<u>Marks</u>").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives. Assignor agrees to give Assignee and/or any person designated by Assignee all reasonable assistance that may be required to perfect the rights granted herein.
- 2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor.
- 3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
- 4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

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- 5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective executors, heirs, personal representatives, successors and assigns any rights or remedies hereunder.
- 6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflicts of laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of a jurisdiction other than the State of Delaware.

[Signature page follows.]

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TRADEMARK REEL: 004838 FRAME: 0259 IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties as of the effective date first above written.

ASSIGNOR:

COACH AMERICA HOLDINGS, INC.

Name:

Name: Coge &

ASSIGNEE:

CUSA ES, LLC

Вў: _

Name:

Title:

SCHEDULE A

MADI	OWNERSHIP	GOODS/	APP.NO./	REG. NO. /	DECISTED
MARK	ENTITY	SERVICES	DATE	DATE	REGISTER
Coach	Coach America	Transportation of	77/516,655	3,720,266	U.S. Federal,
America Crew	Holdings, Inc.	passengers and	07/08/08	12/01/09	Supplemental Register
Transport		property by motor vehicle	07/06/06	12/01/09	Register
		providing			
		transportation			
		consulting			
		services,			
		transportation			
		logistics services,			
		namely,			
		arranging for			
		others the			
		transportation of			
		passengers and			
		their baggage in			
		Class 39 (U.S.			
		Cls. 100 and			
		105)			
Coach	Coach America	Transportation of	76/697,750	3,936,103	U.S. Federal,
America Crew	Holdings, Inc.	passengers and			Principal
Transport		property by	06/03/09	03/29/11	Register
(Design plus		motor vehicle			
words)		providing			
		transportation			
		consulting			
		services,			
		transportation			
		logistics services, namely,			
		arranging for			
		others the			
		transportation of			
		passengers and			
		their baggage in			
		Class 39 (U.S.			
		Cls. 100 and			
		105)			

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RECORDED: 08/08/2012