

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
The Mint Organization, LLC		05/16/2012	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Enterprise Holdings, Inc.		
Street Address:	600 Corporate Park Drive		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3925887	MINT	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Matthew J. Himich		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	51017-113348		
NAME OF SUBMITTER:	Matthew J. Himich		
Signature:	/matthew j. himich/		

Date:

04/19/2013

Total Attachments: 13

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated May 16, 2012 (this "Assignment"), is by and between The Mint Organization, LLC, a New York limited liability company, Mint NY, LLC, a New York limited liability company, Mint Cars Boston LLC, a Massachusetts limited liability company (each as "Assignor"), Enterprise Holdings, Inc., a Missouri corporation, ELRAC, LLC, a Delaware limited liability company, and Enterprise Rent-A-Car Company of Boston, LLC, a Delaware limited liability company (each as "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 16, 2012 (the "Asset Purchase Agreement"), by and among The Mint Organization, LLC, Mint NY, LLC, Mint Cars Boston LLC, Enterprise Holdings, Inc., ELRAC, LLC and Enterprise Rent-A-Car Company of Boston, LLC, pursuant to which, among other things, Assignee is purchasing certain assets of Assignor used in the Business (as defined in the Asset Purchase Agreement) and assuming certain liabilities and obligations of Assignor related to the Business; and

WHEREAS, the Asset Purchase Agreement provides that as a condition to the consummation of the transactions contemplated thereby, each of Assignor and Assignee shall execute and deliver this Assignment to the other party.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment and Assumption of Assets. Each Assignor hereby sells, transfers, conveys, assigns and delivers to each appropriate Assignee all of the specified Acquired Assets as more fully described in the Purchase Agreement; and Assignee hereby accepts such assignment. For the avoidance of doubt, Assignor does not sell, transfer, convey, assign or deliver any Excluded Assets.

3. Assignment and Assumption of Liabilities. Each Assignee hereby assumes the particular obligations of each Assignor to pay, perform and discharge, as and when due, the particular Assumed Liabilities as more fully described in the Purchase Agreement. For the avoidance of doubt, Assignee does not assume any of the Excluded Liabilities.

4. Incorporation of Asset Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated into this Assignment by this reference. This Assignment is made without representation or warranty, except as and to the extent provided in the Asset Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever. In the event of any conflict or

other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

5. Third Party Beneficiary; No Benefit To Others. This Assignment is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

6. Amendment. No amendment, modification or waiver of this Assignment shall be binding or effective for any purpose unless it is made in a writing and signed by the party hereto against whom enforcement of such amendment, modification or waiver is sought. No course of dealing between the parties hereto shall be deemed to modify, amend or discharge any provision or term of this Assignment.

7. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment and the Asset Purchase Agreement are not affected in any manner materially adverse to the parties hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable, so that the outcome of any such modifications is an amended provision that comes closest under applicable Law to expressing the intention of the invalid or unenforceable term or provision as of the date hereof, and this Assignment shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when such counterparts have been signed by each of the parties hereto and delivered to the other party hereto.

9. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York (without reference to its choice of law rules).

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Assignment on the date first above written.

ASSIGNEES

ENTERPRISE HOLDINGS, INC.

By: [Signature]
Name: Ryan Johnson
Title: Assistant Vice President

ELRAC, LLC

By: [Signature]
Name: Ryan Johnson
Title: Officer of Sole Member of ELRAC, LLC

ENTERPRISE RENT-A-CAR COMPANY OF BOSTON, LLC

By: [Signature]
Name: Ryan Johnson
Title: Officer of Sole Member of Enterprise Rent-A-Car Company of Boston, LLC

ASSIGNORS

THE MINT ORGANIZATION, LLC

By: [Signature]
Name: Richard Ull
Title: President

MINT NY, LLC

By: [Signature]
Name: Richard Ull
Title: President

MINT CARS BOSTON LLC

By: [Signature]
Name: Richard Ull
Title: President

SELLERS' DISCLOSURE SCHEDULE

ASSET PURCHASE AGREEMENT

BY AND AMONG

ENTERPRISE HOLDINGS, INC.,

ELRAC, LLC.

ENTERPRISE RENT-A-CAR COMPANY OF BOSTON, LLC

AND

THE MINT ORGANIZATION, LLC,

MINT NY, LLC,

MINT CARS BOSTON LLC

Closing Date: May 16, 2012

Section 1.01-A
Mint IP

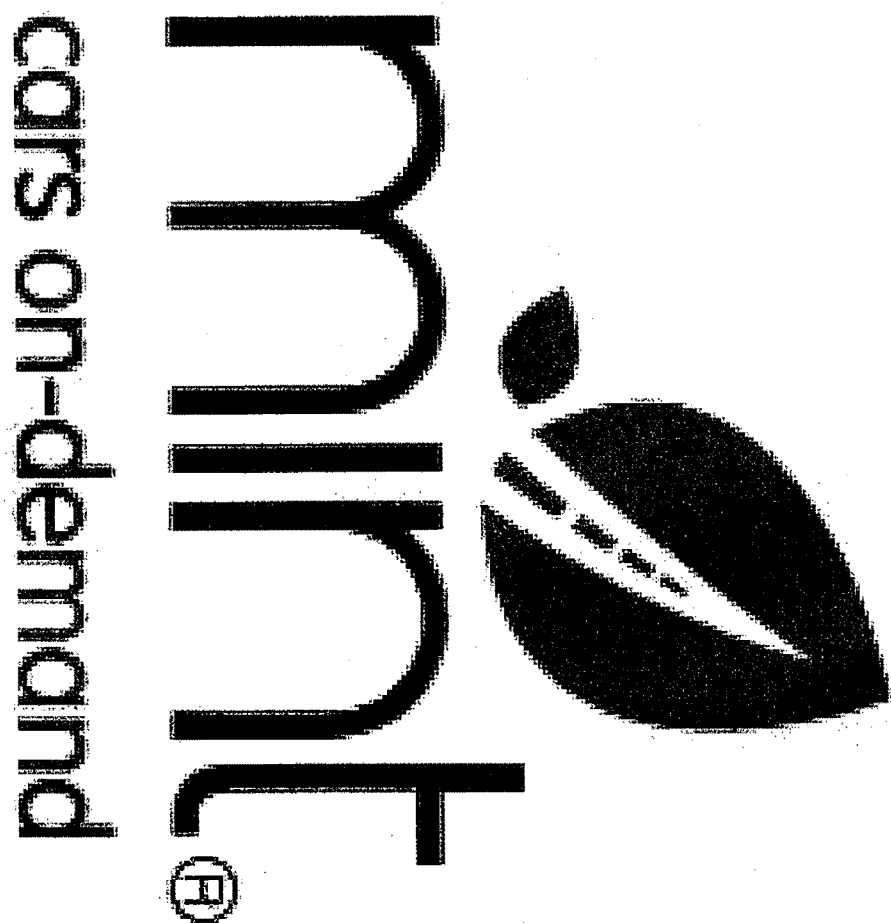
Trademarks

The Mint Organization, LLC
Service Mark MINT
in Classes 39 and 42
in the United States
Our Ref. 27892.000

Registration No. 3,925,887
Date: March 1, 2011

Services in Class 39: MOTOR VEHICLE SHARING SERVICES, NAMELY,
SCHEDULING, PLANNING, ORGANIZING, MANAGING AND PROVIDIN
THE TEMPORARY USE OF MOTOR VEHICLES; CAR RENTAL SERVICE
Services in Class 42: TECHNICAL SUPPORT SERVICES, NAMELY,
TROUBLESHOOTING OF COMPUTER HARDWARE AND SOFTWARE
PROBLEMS; COMPUTER HARDWARE AND SOFTWARE CONSULTING
SERVICES
SN 77-384,499, FILED 1-30-2008.

See attached logos.





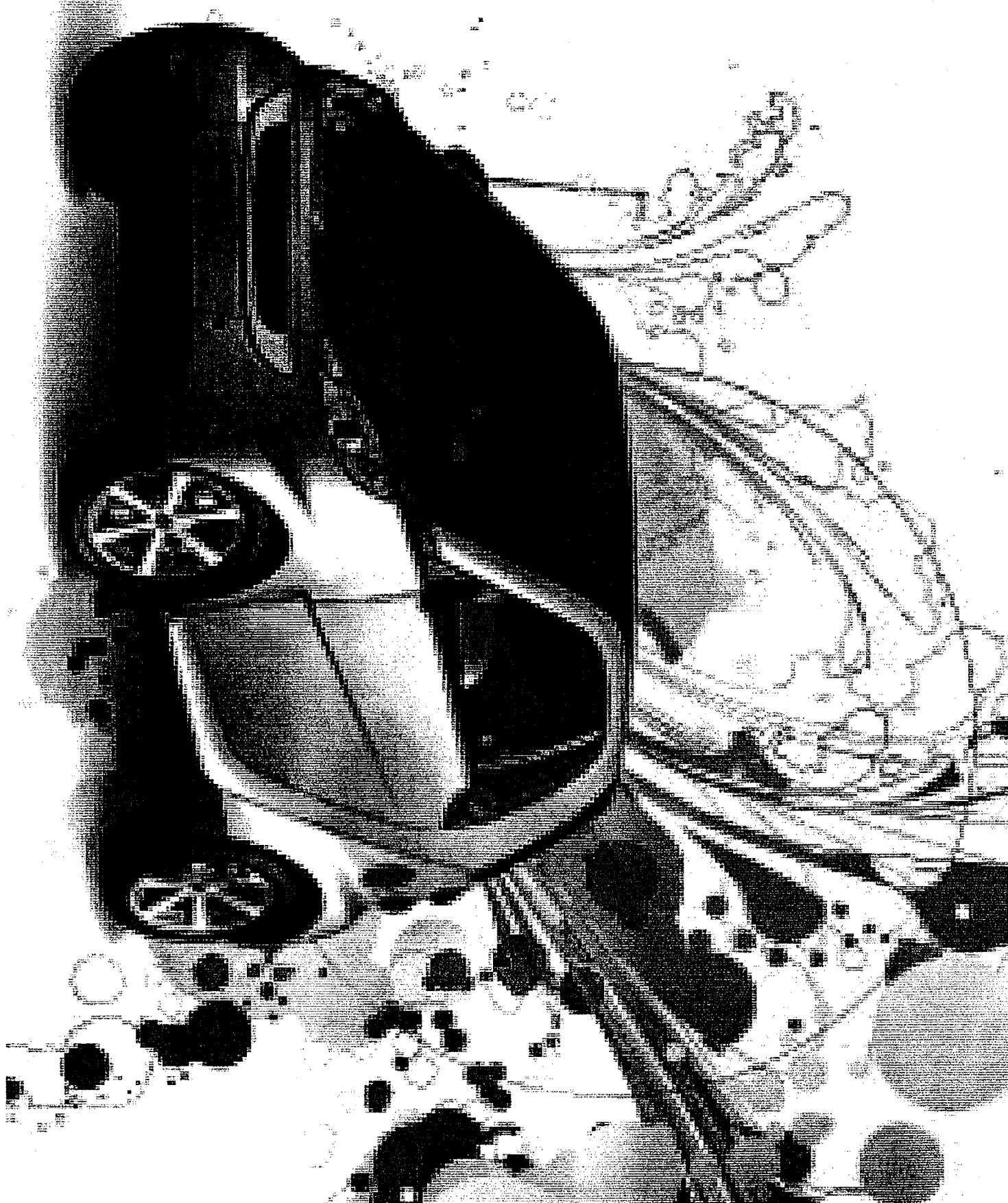
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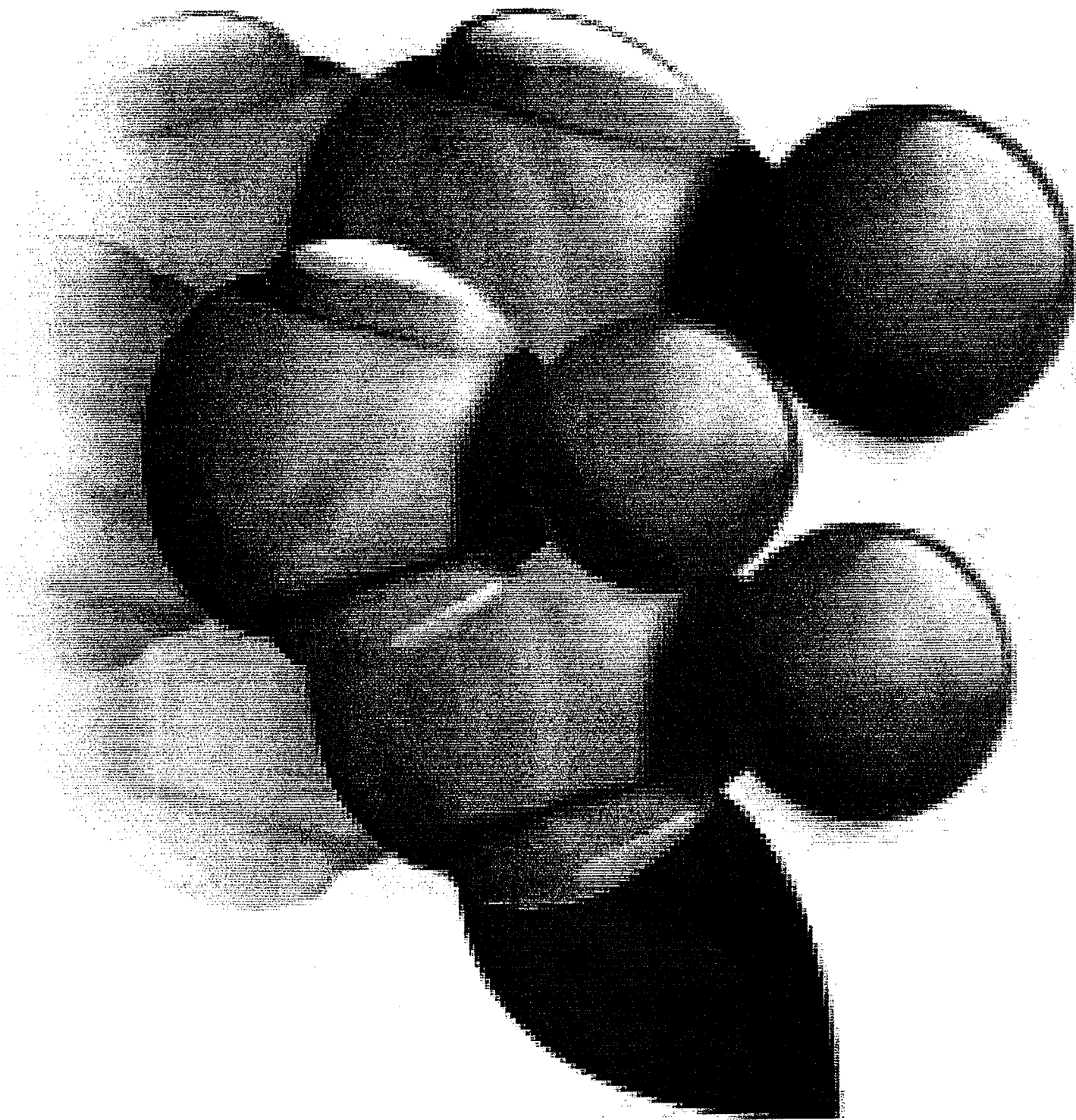
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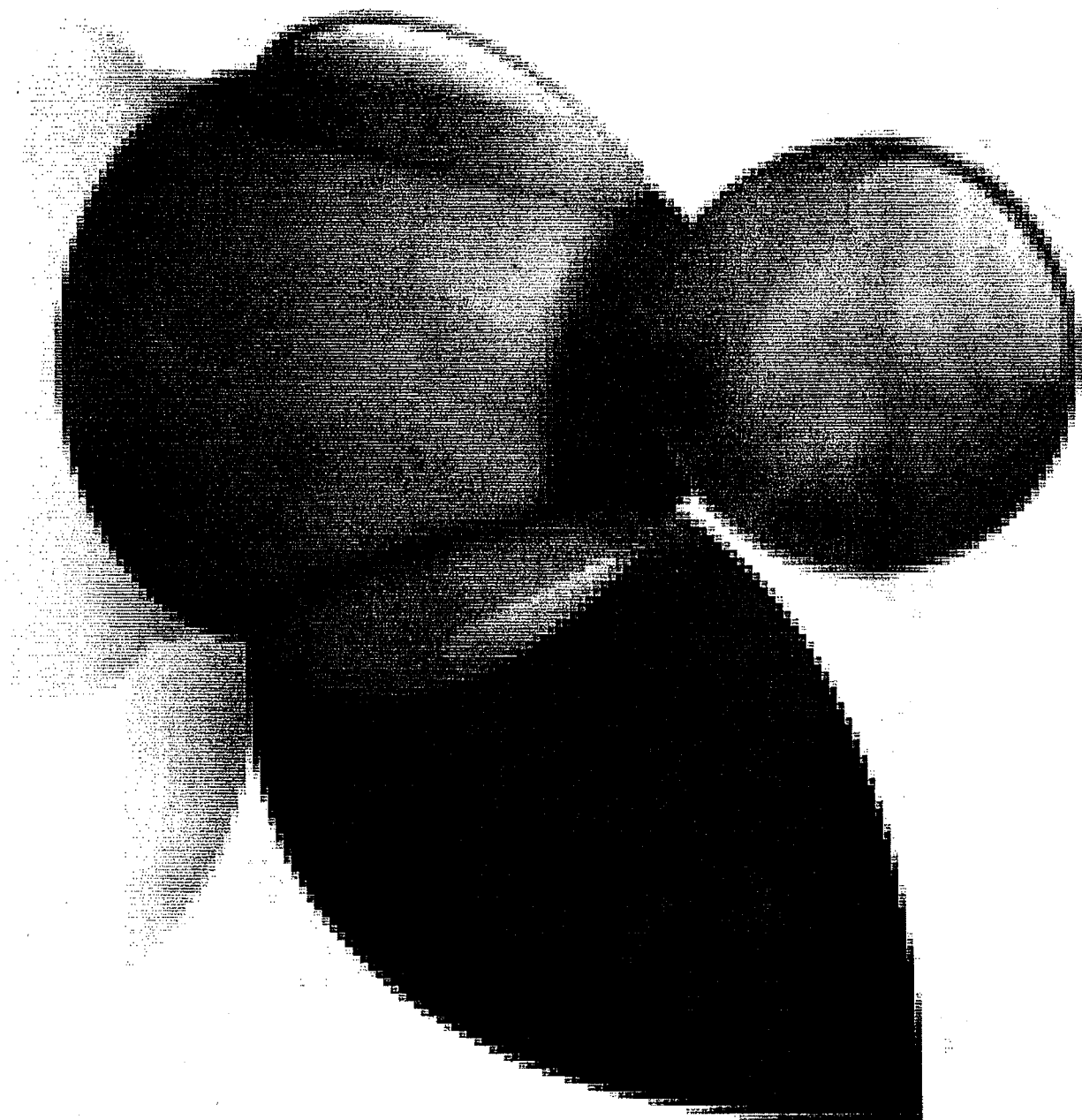
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