900257415 06/10/2013

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
I-GO Alternative Transportation for		05/20/2013	Not-for-Profit
Chicagoland, Inc.		05/20/2015	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Enterprise Holdings, Inc.
Street Address:	600 Corporate Park Drive
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3312491	IGO CAR SHARING
Registration Number:	2652646	I-GO
Serial Number:	85372219	MYGO
Serial Number:	85368987	MY-GO

CORRESPONDENCE DATA

Fax Number: 3146673633

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

via US Mail.

3145526000 Phone:

ipdocket@thompsoncoburn.com Email:

Correspondent Name: Thomas A. Polcyn Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 51017-114646

REEL: 005043 FRAME: 0826

TRADEMARK

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NAME OF SUBMITTER:	Thomas A. Polcyn
Signature:	/thomas a. polcyn/
Date:	06/10/2013
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of May 28, 2013 by and among Enterprise Holdings, Inc., a Missouri corporation (the "**Buyer**" and the "**Assignee**"), I-GO Alternative Transportation for Chicagoland, Inc., an Illinois not-for-profit corporation ("**I-GO**") and Center for Neighborhood Technology, an Illinois not-for-profit corporation ("**CNT**" and together with I-GO, the "**Seller**" and the "**Assignor**").

WHEREAS, Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), Buyer and its affiliates are acquiring certain assets, including Intellectual Property, from Seller. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, In connection with the execution of the Purchase Agreement and as a condition to the consummation of the transactions contemplated by the Purchase Agreement, Seller desires to assign to Buyer all of Seller's right, title and interest in, to or under certain of Seller's Intellectual Property, whether registered or unregistered, including, but not limited to, the intellectual property set forth on Schedule A hereto (collectively, the "Intellectual Property Assets"), and Buyer desires to obtain all of Seller's right, title and interest in, to or under any and all Intellectual Property Assets on the terms and subject to the conditions set forth in the Purchase Agreement and as provided herein.

NOW, **THEREFORE**, the parties hereby agree as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
- 2. <u>Assignor Covenant</u>. Assignor hereby covenants that it has full right to convey the entire interest herein assigned.
- 3. <u>Authorization</u>. Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of

its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

- 4. <u>Acceptance of Assignment</u>. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.
- 5. <u>Further Assurances</u>. Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

signature pages follow

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IN WITNESS WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

	I-GO Alternative Transportation for
	Chicagoland, Inc.
	By: The Ttre
	Name: Sharon Feigon
	Title: Chief Executive Officer
STATE OF THINGS	Date:
STATE OF Illinois) SS. COUNTY OF Cook)	
Subscribed and sworn to before me this	day of
OFFICIAL SEAL NEAL FLEMING	Notary Public
Notary Public - State of Illinois My Commission Expires Nov 19, 2016	My Commission Expires:
gelliedtreitinitindindtreitinitinetindindindtreiting	11-19-18
IN WITNESS WHEREOF, Assignor officers and representatives thereunto duly autho	has executed this assignment by its rized.
	Center for Neighborhood Technology
	By: Telling / 1/2
	Name: Kathryn Tholin
and the same of th	Title: Chief Executive Officer
STATE OF III) SS.	Date:
COUNTY OF Cook)	
Subscribed and sworn to before me this	2013.
and and the second	
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NEAL FLEMING Notary Public State of Illinois	Notary-Public
2 17 17 18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
my Commission Expires Nov 19, 2016	My Commission Expires:
My Commission Expires Nov 19, 2016	

IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

	Enterprise Holdings, Inc.
	By: Name: Ryan S. Johnson
	Title: Assistant Vice President
STATE OF MUSSOURI)	Date: 5/20/13
STATE OF Missouri) COUNTY OF St. Lauis)	·
Subscribed and sworn to before me this	a 20th day of May, 2013.
	Notary Public
ROSE ECKSTEIN Notary Public, Notary Seal State of Missouri Jefferson County Commission # 11175212	My Commission Expires:

Schedule A

Intellectual Property Assets

1. Trademarks:

Serial #	Registration #	Word Mark
78934004	3,312,491	I-GO CAR SHARING
76277194	2,652,646	I-GO
85372219		MYGO
85368987		MY-GO



2. Domain Names

CARSHARINGCHICAGO.COM CARSHARINGCHICAGO.ORG CHICAGOCARSHARING.ORG IGOBUS.ORG IGOCARS.COM **IGOCARS.IN IGOCARS.NET IGOCARS.ORG** IGOCARSWORLD.COM IGOCARSWORLD.ORG IGOMETRA.COM IGOMETRA.ORG **IGOPLAT.COM** IGOPLAT.ORG **IGOTRAIN.COM** IGOTRAIN.ORG IGOTRIB.COM **IGOTRIB.ORG** MYGO.US MYGOCARS.COM MYGOCARS.NET

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RECORDED: 06/10/2013

MYGOCARS.ORG