

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodside Agency Services, LLC, as secured party		03/18/2014	LIMITED LIABILITY COMPANY: UNITED STATES
Woodside Capital Partners V, LLC, as secured party		03/18/2014	LIMITED LIABILITY COMPANY: UNITED STATES
Woodside Capital Partners V QP, LLC, as secured party		03/18/2014	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	MTG Acquisitions LLC		
Street Address:	224 Calvary Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73106264	DAV-EL	
CORRESPONDENCE DATA			
Fax Number:	6172245029		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-422-0200		
Email:	acs@bostonbusinesslaw.com		
Correspondent Name:	Brian F. Plunkett, Esq.		
Address Line 1:	Bartlett Hackett Feinberg P.C.		
Address Line 2:	155 Federal Street, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	CIT.MARCOU/BFP		
NAME OF SUBMITTER:	Brian F. Plunkett		
SIGNATURE:	/Brian F. Plunkett/		
DATE SIGNED:	03/21/2014		
Total Attachments: 4			

OP \$40.00 73106264

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EXECUTION VERSION

BILL OF SALE

This Bill of Sale, dated as of March 18, 2014, is from Woodside Agency Services, LLC (“Woodside Agency”), Woodside Capital Partners V, LLC (“Woodside V”), and Woodside Capital Partners V QP, LLC (“Woodside QP” and together with Woodside Agency and Woodside V, collectively, the “Sellers” and each individually, a “Seller”), to and in favor of MTG Acquisitions LLC, a Massachusetts limited liability company (“Buyer”).

In consideration of \$2,876,629, each Seller hereby grants, sells and transfers to Buyer all of such Seller’s rights, title and interest in and to the assets listed on Schedule 1 hereto to the extent subject to each Seller’s security interest set forth in that certain Loan and Security Agreement dated as of September 10, 2012 by and among the Sellers and the Debtors (as defined in Schedule 1 (the “Transferred Assets”).

THE TRANSFERRED ASSETS ARE SOLD “AS IS” AND “WHERE IS” AND SELLERS MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER (WHETHER EXPRESS OR IMPLIED) WITH RESPECT TO THE TRANSFERRED ASSETS, AND HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE TRANSFERRED ASSETS, INCLUDING, WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE, POSSESSION OR QUIET ENJOYMENT; (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (e) WARRANTY THAT THE TRANSFERRED ASSETS ARE FREE FROM LIENS AND ENCUMBRANCES, IN WHOLE OR IN PART, (f) WARRANTY AS TO THE PERFECTION OR PRIORITY OF THE SELLERS’ LIENS ON THE TRANSFERRED ASSETS, (g) WARRANTY AS TO THE EFFECTIVENESS OF THE GRANT, SALE AND TRANSFER OF THE TRANSFERRED ASSETS CONTEMPLATED BY THIS BILL OF SALE, AND (H) WARRANTY THAT THIS TRANSFER COMPLIES WITH THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE; IN EACH CASE, WHETHER ANY SUCH REPRESENTATION WOULD ARISE BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THE TRANSFERRED ASSETS AND THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLERS, OR ANY OTHER PERSON ON ANY SELLER’S BEHALF.

The Sellers represent that they are duly authorized to grant, sell and transfer the Transferred Assets under the terms of their respective organizational documents.

This Bill of Sale and the transfer hereunder is made under the laws of The Commonwealth of Massachusetts.

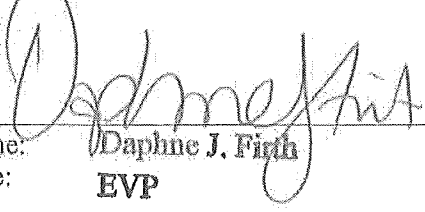
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by the undersigned as an instrument under seal as of the date first above written.

SELLERS:

WOODSIDE AGENCY SERVICES, LLC, a Delaware limited liability company

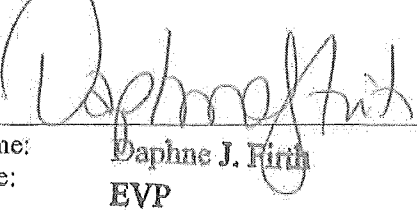
By: Woodside Capital Management, LLC, its Manager

By: 
Name: Daphne J. Firth
Title: **EVP**

WOODSIDE CAPITAL PARTNERS V, LLC, a Delaware limited liability company

By: Woodside Opportunity Partners II, LLC, its Manager

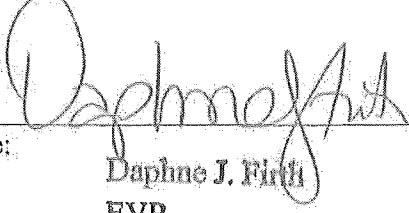
By: Woodside Capital Management, LLC, its Manager

By: 
Name: Daphne J. Firth
Title: **EVP**

WOODSIDE CAPITAL PARTNERS V QP, LLC, a Delaware limited liability company

By: Woodside Opportunity Partners II, LLC, its Manager

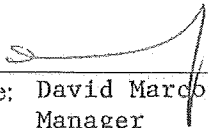
By: Woodside Capital Management, LLC, its Manager

By: 
Name: Daphne J. Firth
Title: **EVP**

BUYER:

MTG ACQUISITIONS LLC, a Massachusetts limited liability company

By: _____


Name: David Marcou
Title: Manager

Schedule 1 - Transferred Assets

All of the following properties of Dav-El Services, Inc.'s, Dav-El Reservations System, Inc.'s, Dav-El Los Angeles, Inc.'s, Dav-El New Jersey, Inc.'s, Dav-El Capitol City, Inc.'s, Dav-El San Francisco, Inc.'s, Dav-El Baltimore, Inc.'s, Dav El of Palm Beach, Inc.'s, Fifth Avenue Courier Corporation's, and AZS Leasing Co., LLC's (each a "Debtor" and collectively, the "Debtors") other than the Excluded Assets (defined below): all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents (including, if applicable, electronic documents), chattel paper (whether tangible or electronic), all general intangibles (including, without limitation, to the extent constituting general intangibles, all customer lists, customer agreements and all operating authority to operate livery and for-hire transportation services duly issued to any of the Debtors by any state or municipal agency, department or commission), and intellectual property and intellectual property rights (including, without limitation, to the extent constituting intellectual property and/or intellectual property rights, all trademark rights in and to the name Dav-El, whether standing alone or used in combination with other words, phrases, or names, whether registered or not, and including the trademark filed with the United States Patent and Trademark Office Serial Number 73106264/Registration No. 1085072) (all of the foregoing, the "Transferred Assets").

Specifically excluded from the Transferred Assets being sold at private sale are all vehicles and all accounts, including accounts receivable, deposit accounts, money, cash and cash equivalents, any contract rights to the payment of money for services rendered by any Debtor or Debtors prior to the date hereof, and insurance claims, including rights to insurance refunds, all office equipment and furniture, software books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software, instruments (including promissory notes), letter of credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, and all accessions, proceeds and products of any of the foregoing (all of which are the "Excluded Assets"; provided that customers lists, customer agreements, and all operating authority to operate livery and for-hire transportation services duly issued to any of the Debtors by any state or municipal agency, department or commission shall be Transferred Assets).