

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM302145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AutoShare - Car Sharing Network Inc.		04/17/2014	CORPORATION: CANADA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4479573	THE CAR OF THE FUTURE WILL BE SHARED	
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:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	51017-131580		
NAME OF SUBMITTER:	Thomas A. Polcyn		
SIGNATURE:	/Thomas A. Polcyn/		
DATE SIGNED:	04/21/2014		
Total Attachments: 2			
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CH \$40.00 4479573

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into on April 17, 2014 by and between Enterprise Holdings, Inc., a corporation incorporated under the laws of the State of Missouri ("Assignee"), Enterprise Rent-A-Car Canada Company, a corporation incorporated under the laws of Nova Scotia ("ERAC Canada") and AutoShare - Car Sharing Network Inc., a corporation incorporated under the laws of Canada ("Assignor").

WHEREAS, Assignor and ERAC Canada are parties to a Share Purchase Agreement dated on or about March 26, 2014, whereby ERAC Canada acquired all of the issued and outstanding shares of Assignor (the "SPA");

WHEREAS, Assignor owns all right, title and interest in and to: U.S. Trademark Reg. No. 4,479,573 for the mark THE CAR OF THE FUTURE WILL BE SHARED; Canadian Trademark Reg. No. TMA860879 for THE CAR OF THE FUTURE WILL BE SHARED; Canadian Trademark Reg. No. TMA574996 for THE SMART ALTERNATIVE TO OWNING A CAR; and Canadian Trademark Reg. No. TMA591196 for AUTOSHARE & DESIGN (the "Trademarks");

WHEREAS, ERAC Canada is a subsidiary of EHI, and desires that ownership of the Trademarks be transferred to EHI;

WHEREAS, the execution and delivery of this Assignment is pursuant to the parties' obligations in connection with the Share Purchase Agreement; and

WHEREAS, Assignee desires to accept all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby assigns, transfers and conveys to Assignee its entire right, title, interest in and to the Trademarks together with the accompanying goodwill and that portion of the business represented and symbolized by the Trademarks (including, without limitation, the right to apply to renew the associated registrations, the right to apply for trademark registrations based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States, the Canadian Intellectual Property Office, and other empowered officials in any applicable jurisdictions inside or outside the United States and Canada to record the transfer of the registrations and/or applications for registration for the Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

AutoShare - Car Sharing Network Inc.

Jeffrey S. Cowan
Signature

Jeffrey S. Cowan, Assistant
Printed Name and Title Secretary

Enterprise Rent-A-Car Canada Company

Jeffrey S. Cowan
Signature

Jeffrey S. Cowan, Assistant
Printed Name and Title Secretary

Enterprise Holdings, Inc.

Jeffrey S. Cowan
Signature

Jeffrey S. Cowan, Assistant
Printed Name and Title Secretary