

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM333391

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Triangle Rent A Car, LLC		02/12/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enterprise Holdings, Inc.		
<b>Street Address:</b>	600 Corporate Park Drive		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2191897	TRIANGLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	314.552.6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Thomas A. Polcyn		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	51017-140920		
<b>NAME OF SUBMITTER:</b>	Thomas A. Polcyn		
<b>SIGNATURE:</b>	/thomas a. polcyn/		
<b>DATE SIGNED:</b>	02/26/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of February 12, 2015 by and between Enterprise Holdings, Inc. (the "**Buyer**" and the "**Assignee**"), Triangle Rent A Car, LLC (the "**Seller**" and the "**Assignor**").

**WHEREAS**, Pursuant to that certain Purchase Agreement, dated as of the dated, January 14, 2015 (the "**Purchase Agreement**"), Buyer is 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:

1. **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 including the relevant portion of Assignor's business to which the marks and names pertain, 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. **Assignor Covenant.** Assignor hereby covenants that it has full and complete ownership and right to convey the entire interest herein assigned.

3. **Authorization.** 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. Acceptance of Assignment. Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. Further Assurances. 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*

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

Triangle Rent A Car, LLC

By: [Signature]  
Name: FRANK G. COLANNA  
Title: PRESIDENT  
Date: 2/12/15

STATE OF NC. )  
COUNTY OF WAKE ) SS.

Subscribed and sworn to before me this 12<sup>th</sup> day of February, 2015.

[Signature]  
Notary Public



My Commission Expires:

3/18/2016

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

Enterprise Holdings, Inc.

By: [Signature]

Name: Jeffrey S. Cowan

Title: AVP, Counsel

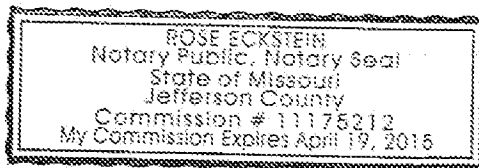
Date: 2/12/15

STATE OF Missouri )  
 ) SS.  
COUNTY OF St. Louis )

Subscribed and sworn to before me this 12th day of February, 2015.

Rose Eckstein  
Notary Public

My Commission Expires: \_\_\_\_\_



## Schedule A

### **Intellectual Property Assets**

All Intellectual Property, as defined below, owned by Seller with respect to, or useful in, the conduct of the Business, including the Owned Business IP, in each case, whether or not registered before or with any competent Governmental Authority but not including any Excluded Asset or Excluded Liability.

Intellectual Property shall mean all of Seller's trademarks, service marks, trade names, brand names, Internet domain names, logos, certification marks, trade dress and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction, foreign or domestic, of, and applications in any jurisdiction, foreign or domestic, to register, the foregoing, including any extension, modification or renewal of any such registration or application ("Trademarks"); inventions, discoveries and ideas, whether patentable or not, in any jurisdiction, foreign or domestic; patents, applications for patents (including divisions, continuations, continuations in part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction, foreign or domestic ("Patents"); trade secrets (including those trade secrets as defined in the Uniform Trade Secrets Act and under corresponding foreign statutory and common law), inventions and know-how, business and technical information and confidential information, research and development results, product road maps, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, catalogs, quality control, testing, operations, logistical, maintenance and other technical information and technology, including databases and data collections and all rights therein, in each case that derives economic value (actual or potential) from not being generally known to other Persons who can obtain economic value from its disclosure or use, and in each case excluding any Patents or Copyrights that cover or protect any of the foregoing ("Trade Secrets"); writings and other published or unpublished works of authorship, whether copyrightable or not (including computer software programs, data files, source code, object code, application programming interfaces and other development tools, databases and other software-related specifications and documentations, collectively, "Software"), in any jurisdiction, foreign or domestic; registrations or applications for registration of copyrights in any jurisdiction, foreign or domestic, and any renewals or extensions thereof ("Copyrights"); database rights, moral rights and any other intellectual property or proprietary rights; and any right to sue for past, present or future infringement, misappropriation or dilution of any of the foregoing. The foregoing shall not include any Excluded Asset or Excluded Liability.

*see attached for particulars*