

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rent A Toll, Ltd.		06/23/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	ATS Tolling LLC		
Street Address:	1330 West Southern Avenue		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85282		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3270193	PASS24	
Registration Number:	3270192	RENTATOLL	
Registration Number:	3374593	TOLL SOLUTIONS FOR CAR RENTERS	
Registration Number:	3293904	P24	
Registration Number:	3401861	RENT A TOLL TOLL SOLUTIONS FOR CAR RENTE	
Registration Number:	3403431		
Registration Number:	3641347	TOLLPORT	
Registration Number:	3800515	RENT A TOLL FLEET TOLL SOLUTIONS	
Registration Number:	3901393	RENT A TOLL TOLL SOLUTIONS FOR FLEET AND	
Registration Number:	4106955	RENT A TAG	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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>			
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		

CH \$265.00 3270193

ATTORNEY DOCKET NUMBER:	46970-G99999RENTATOLL/ATS
NAME OF SUBMITTER:	Andrea Walker
SIGNATURE:	/Andrea Walker/
DATE SIGNED:	04/16/2015

Total Attachments: 6

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ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement is by and between

RENT A TOLL, LTD., a Texas limited partnership, with offices at 110 W Louisiana Ave., Suite 312, Midland, Texas 79701 ("Assignor"), the owner of the Trademarks and related rights described below; and

ATS TOLLING LLC, a Delaware limited liability company, with offices at ~~1330 West Southern Avenue, Tempe, AZ 85281~~ ("Assignee") which desires to acquire all right, title and interest in the Trademarks and the related rights described below.

A. Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of June 23, 2014 (the "Asset Purchase Agreement"), pursuant to which the Assignee acquired certain assets of the Assignor (as defined in the Asset Purchase Agreement).

B. Pursuant to the Asset Purchase Agreement and the accompanying Bill of Sale, the Assignor assigned to the Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in, to and under its trademarks and service marks.

C. This Assignment of Trademark Rights ("Assignment") is intended by the parties to be a confirmatory assignment for purposes of recording the ownership transfer with the U.S. Patent and Trademark Office.

NOW THEREFORE, in consideration of the premises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used herein without definitions shall have the respective meanings set forth in the Asset Purchase Agreement.
2. Assignor hereby assigns to Assignee the entire right, title and interest in and to all domestic and foreign (i) registrations of trademarks, service marks, logos, corporate names, domain names, designs, trade names and other trade rights of Assignor, including but not limited to those set forth on **Schedules A and B** hereto, (ii) pending applications by Assignor for any such registrations, (iii) rights of Assignor to other trademarks, trade dress, service marks, logos, corporate names, domain names, designs, trade names and other trade rights, whether or not registered, including but not limited to those set forth on **Schedule C** hereto (collectively the "Trademarks"), together with the goodwill of the business associated with the Trademarks.
3. The above assignment of Trademarks includes all rights of action, powers and benefits in and to the Trademarks, due or accrued, including the right to sue for and recover in Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the Trademarks, and injury to the related goodwill.

4. Assignor further agrees to execute any and all documents and to do all other things reasonably requested by Assignee in order to make all necessary or desirable filings and recordations before relevant governmental authorities and to vest more fully in Assignee any and all ownership rights in the Trademarks hereby transferred.

5. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

6. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

THIS ASSIGNMENT HAS BEEN EXECUTED TO BE EFFECTIVE AS OF THE DATE REFERENCED ABOVE.

By: W.B.
Name: William Bain
Title: Vice President

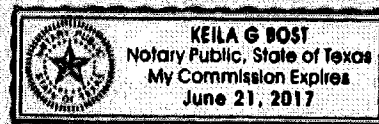
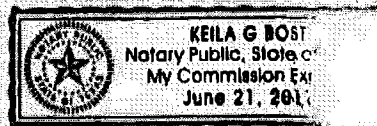
STATE OF TEXAS)
) ss:
COUNTY OF Midland)

BEFORE ME, a Notary Public, on this day personally appeared William Bain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this 18 day of July, 2014.

Keila G. Best
Notary Public, State of Texas

My Commission Expires: 6/21/17



ATS Tolling LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, a Notary Public, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this ____ day of _____, _____.

Notary Public, State of _____

My Commission Expires: _____

**Schedule A to Assignment of Trademark Rights
U.S. Trademark Registrations and Applications**

Ref. No.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
46970/K002US	Pass24	78/796835	1/23/2006	3270193	7/24/2007	Registered
46970/K003US	RENTATOLL	78/796831	1/23/2006	3270192	7/24/2007	Registered
46970/K005US	TOLL SOLUTIONS FOR CAR RENTERS	78/873555	5/1/2006	3374593	1/22/2008	Registered
46970/K006US	P24 (and Design) (Color)	78/876212	5/4/2006	3293904	9/18/2007	Registered
46970/K007US	RENT A TOLL TOLL SOLUTIONS FOR CAR RENTERS & Design	78/876208	5/4/2006	3401861	3/25/2008	Registered
46970/K008US	MISCELLANEO US DESIGN (Earth circled by a road)	78/876201	5/4/2006	3403431	3/25/2008	Registered
46970/K009US	TOLLPORT	78/971035	9/11/2006	3641347	6/16/2009	Registered
46970/K010US	RENT A TOLL FLEET TOLL SOLUTIONS (and Design)	77/658691	1/28/2009	3800515	6/8/2010	Registered
46970/K011US	RENT A TOLL TOLL SOLUTIONS FOR FLEET AND RENTAL CARS (and Design)	77/757419	6/11/2009	3901393	1/4/2011	Registered
46970/K012US	RENT A TAG	85/095072	7/28/2010	4106955	2/28/2012	Registered

**Schedule B to Assignment of Trademark Rights
Registered Domain Names**

Domain Names:

Domain Name	Creation	Expires	Status	Auto-Renew	Lock	Privacy	Site	Expire Month
EZPASSPORTABLE.COM	5/22/2013	5/22/2018	Active	on	on	on	GoDaddy	2018-05
IPAYMYTOLLS.COM	12/14/2012	12/14/2017	Active	on	on	on	GoDaddy	2017-12
PASS-24.COM	11/13/2006	11/13/2016	Active	on	on	off	GoDaddy	2016-11
PREPAIDTOLLS.COM	11/13/2006	11/13/2016	Active	on	on	off	GoDaddy	2016-11
RENTATAG.BIZ	4/11/2004	4/11/2015	Active	on	on	on	GoDaddy	2015-04
RENTATAG.COM	4/11/2004	4/11/2015	Active	on	on	on	GoDaddy	2015-04
RENTATAG.INFO	4/12/2004	4/12/2015	Active	on	on	on	GoDaddy	2015-04
RENTATAG.NET	4/11/2004	4/11/2015	Active	on	on	on	GoDaddy	2015-04
RENTATAG.ORG	4/12/2004	4/12/2015	Active	on	on	on	GoDaddy	2015-04
RENTATAG.US	4/11/2004	4/11/2015	Active	on	on	off	GoDaddy	2015-04
RENTATOLL.BIZ	4/11/2004	4/11/2015	Active	on	on	on	GoDaddy	2015-04
RENTATOLL.COM	4/11/2004	4/11/2015	Active	on	on	on	GoDaddy	2015-04
RENTATOLL.INFO	4/12/2004	4/12/2015	Active	on	on	on	GoDaddy	2015-04
RENTATOLL.NET	4/11/2004	4/11/2015	Active	on	on	on	GoDaddy	2015-04
RENTATOLL.ORG	4/12/2004	4/12/2015	Active	on	on	on	GoDaddy	2015-04
RENTATOLL.US	4/11/2004	4/11/2015	Active	on	on	off	GoDaddy	2015-04
RTLSOLUTIONS.COM	9/13/2007	9/13/2015	Active	on	on	off	GoDaddy	2015-09
RTLSOLUTIONS.NET	9/13/2007	9/13/2015	Active	on	on	off	GoDaddy	2015-09
TOLLPORT.BIZ	4/26/2006	4/26/2015	Active	on	on	off	GoDaddy	2015-04
TOLLPORT.COM	4/27/2006	4/27/2015	Active	on	on	off	GoDaddy	2015-04
TOLLPORT.INFO	4/27/2006	4/27/2015	Active	on	on	off	GoDaddy	2015-04
TOLLPORT.NAME	4/27/2006	4/27/2015	Active	on	on	off	GoDaddy	2015-04
TOLLPORT.NET	4/27/2006	4/27/2015	Active	on	on	off	GoDaddy	2015-04
TOLLPORT.ORG	4/27/2006	4/27/2015	Active	on	on	off	GoDaddy	2015-04
TOLLPORT.TV	4/27/2006	4/27/2015	Active	on	on	off	GoDaddy	2015-04
TOLLPORT.US	4/26/2006	4/26/2015	Active	on	on	off	GoDaddy	2015-04
TOLLPORT.WS	4/27/2006	4/27/2015	Active	on	on	off	GoDaddy	2015-04
ZIPTOLL.COM	8/4/2010	8/4/2015	Active	on	on	off	GoDaddy	2015-08
ZIPTOLL.NET	8/4/2010	8/4/2015	Active	on	on	off	GoDaddy	2015-08
ZIPTOLL.ORG	8/4/2010	8/4/2015	Active	on	on	off	GoDaddy	2015-08
ZIPTOLLS.COM	8/4/2010	8/4/2015	Active	on	on	off	GoDaddy	2015-08
ONETOLL.COM	11/10/2006	11/10/2014	Active				Register.com	2014-11

**Schedule C to Assignment of Trademark Rights
Other Trademark Rights**

All registered and unregistered state, federal, and common law trademarks, trade dress, and derivatives thereof associated with the following trade names and domain names:

Trade Names:

Rent A Toll
Rent A Tag
Tollport
Transaction Pass
Pass24

Domain Names, Websites and URLs:

res.rentatoll.net
db360.rentatoll.net - Reports
receipt.rentatoll.net - Receipt Download
tollway.rentatoll.net - Legacy DTAG Portal
tolls.rentatoll.net - DTAG Toll Download
webpay.rentatoll.net - Online Payment
<http://tickets.rentatoll.net/> - Tickets Management
<https://tollroads.rentatoll.net/Account/Login.aspx>
Postage.rentatoll.net - Return Shipments
email.rentatoll.com

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