

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citiwide Auto Leasing		06/07/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ELRAC		
Street Address:	1550 Route 23		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4568824	CARIFFIC	
Registration Number:	4345554	ALLCAR RENT-A-CAR	
Registration Number:	4280003	CARPINGO	
Registration Number:	4506160	CARVENIENT	
CORRESPONDENCE DATA			
Fax Number:	5163573333		
<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:	516-357-3000		
Email:	michael.cannata@rivkin.com		
Correspondent Name:	Rivkin Radler LLP		
Address Line 1:	926 RXR Plaza		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Michael C. Cannata		
SIGNATURE:	/Michael C. Cannata/		
DATE SIGNED:	06/26/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of June 17, 2015, is entered into by and between Citiwide Auto Leasing Inc., a New York corporation (Assignor"), and ELRAC, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, contemporaneously with the execution of this Assignment, Assignor, Assignee and Samuel Cygler are entering into that certain Asset Purchase Agreement (the "Asset Purchase Agreement") whereby Assignor agrees to sell and assign to Assignee, and Assignee agrees to purchase and acquire from Assignor, certain assets owned by Assignor. All capitalized terms not defined herein shall have the meaning ascribed to such term in the Asset Purchase Agreement, unless otherwise stated.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the trademarks and the corresponding registrations set forth on Exhibit A hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by 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.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, free and clear of all Encumbrances, together with (i) the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included therein, the right to apply for trademark registrations within or outside the United States based in whole or in part thereupon, and any priority right that may arise therefrom), (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, including without limitation, damages for past or future infringements or misappropriations of the Trademarks, and (iii) all rights to sue for past, present and future infringements or misappropriations of 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.

2. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Exhibit A 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. To the extent Assignor retains any right, title or interest in or to the Trademarks that cannot be assigned to Assignee pursuant to this Assignment, the Assignee hereby agrees to waive for all time any claims that Assignor may have concerning the Trademarks.

3. Assignor hereby represents, warrants, and agrees as follows:

- a. Assignor has the exclusive ownership of the Trademarks, and no right or equity of any third party is prejudiced due to the using of the Trademarks.
- b. Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after the completion of the assignment of the Trademarks hereunder.

4. The sale, assignment, transfer, conveyance, and delivery of the Trademarks made hereunder are made in accordance with the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and indemnities contained therein), which is incorporated by herein reference, and this Assignment. The terms of this Assignment supplement and are in addition to the terms of the Asset Purchase Agreement and the representations, warranties, covenants and agreements of the Asset Purchase Agreement shall remain in full force and effect and shall survive the delivery of this Assignment. In the event any 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.

5. Assignor agrees to take such further action as are necessary to effectuate the transactions contemplated by this Assignment. Assignor irrevocably designates and appoints Assignee, its officers and agents as Assignor's agent and attorney-in-fact, with full power of substitution, in its place and stead, to act for and on the Assignor's behalf to execute and deliver any such documents and do all other permitted acts to effectuate the assignment contemplated herein. This power is coupled with an interest and is irrevocable under all events, including, without limitation, the bankruptcy, dissolution or liquidation of the Assignor.

6. Once this Assignment has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against it in accordance with its terms upon its execution. This Assignment and the representations, covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

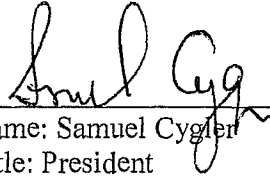
7. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by electronic transmission, which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

[End of text. Signatures on the following page.]

Signature Page of Trademark Assignment

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

CITIWIDE AUTO LEASING INC.

By: 
Name: Samuel Cygler
Title: President

AGREED TO AND ACKNOWLEDGED:

ELRAC, LLC

By: _____
Name: _____
Title: _____

Signature Page of Trademark Assignment

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

CITIWIDE AUTO LEASING INC.

By: _____

Name: Samuel Cygler
Title: President

AGREED TO AND ACKNOWLEDGED:

ELRAC, LLC

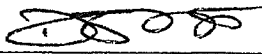

By: 
Name: Dew L Thompson
Title: VP of Finance

EXHIBIT A

Trademark	Type	Serial No.	Registration No.	Registration Date	Image
Cariffic	Service Mark	85647195	4568824	7/15/2014	Cariffic
AllCar Rent-A-Car	Service Mark	85647317	4345554	6/4/2013	AllCar Rent-A-Car
Carpingo	Service Mark	85706006	4280003	1/22/2013	
Carvenient	Service Mark	85647275	4506160	4/1/2014	Carvenient

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