

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347043

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AUTONATION ENTERPRISES INCORPORATED		06/17/2015	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AUTONATION HOLDING CORP.		
<b>Street Address:</b>	200 SW 1st Avenue, Suite 1400		
<b>City:</b>	Fort Lauderdale		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33301		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2971313	DRIVEN TO BE THE BEST	
<b>Registration Number:</b>	2971314	DRIVEN TO BE THE BEST	
<b>Registration Number:</b>	2971315	DRIVEN TO BE THE BEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	216-586-3939		
<b>Email:</b>	mwilkes@jonesday.com, pcyn gier@jonesday.com		
<b>Correspondent Name:</b>	Meredith M. Wilkes		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	791610-605-036/037/038		
<b>NAME OF SUBMITTER:</b>	Meredith M. Wilkes		
<b>SIGNATURE:</b>	/Meredith M. Wilkes/		
<b>DATE SIGNED:</b>	07/07/2015		
<b>Total Attachments: 2</b>			

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into effective as of this 17<sup>th</sup> day of June, 2015, by and between AUTONATION ENTERPRISES INCORPORATED, a Florida corporation ("Assignor") and AUTONATION HOLDING CORP., a Delaware corporation ("Assignee").

Assignor, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, the following (collectively, the "Assigned Property"):

All of Assignor's right, title and interest in and to the "DRIVEN TO BE THE BEST" marks and trade names, in all forms and iterations, and all trade dress and domain names associated therewith, together with the goodwill of the business symbolized by the said marks, trade names, trade dress, and domain names, and all other registrations and applications therefor; all rights to damages and profits, due or accrued, arising out of past or future infringements of said marks, trade names, trade dress, and domain names and the right to sue for and recover the same; and all licenses and rights thereunder.

Assignor agrees to cooperate with Assignee in providing further information, undertaking further acts and/or executing further documents necessary or desirable to effect the terms of this Assignment.

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and terminates, replaces and supersedes in their entirety all discussions, writings, representations, communications, understandings and agreements prior to or contemporaneous with this Agreement with respect to the subject matter of this Agreement.

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of the State of Florida without giving effect to the principles of conflicts of law. Any action concerning or arising under this Agreement shall be brought in the State of Florida.

All provisions of this Agreement shall be severable. The invalidity of any provision shall not affect the validity of the remaining provisions. In the event of the invalidity of any provisions, this Agreement shall be interpreted and enforced as if such provisions were not contained herein.

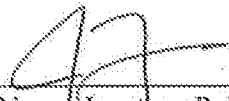
One or more counterparts of this Agreement may be executed and such counterparts shall constitute a duplicate original hereof.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective agents, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

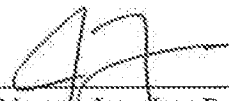
ASSIGNOR:

AUTONATION ENTERPRISES INCORPORATED  
a Florida corporation

By   
Print Name: Jonathan P. Ferrando  
Title: Vice President

ASSIGNEE:

AUTONATION HOLDING CORP.,  
a Delaware corporation

By   
Print Name: Jonathan P. Ferrando  
Title: Vice President