

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376424

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interstar North America, Inc.		02/29/2016	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRAC Interstar LLC		
<b>Street Address:</b>	750 College Road East		
<b>City:</b>	Princeton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08540		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4401432	INTERSTAR FLEET SERVICES	
<b>Registration Number:</b>	4351513	INTERSTAR FLEET SERVICES	
<b>Registration Number:</b>	4351581	INTERSTAR BREAKDOWN	
<b>Registration Number:</b>	4351514	INTERSTAR BREAKDOWN	
<b>Registration Number:</b>	4351580	INTERSTAR MAINTENANCE	
<b>Registration Number:</b>	4351515	INTERSTAR MAINTENANCE	
<b>Registration Number:</b>	2402787	INTERSTAR	
<b>Registration Number:</b>	4351585	GO SMARTLY.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	031391.22		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		

OP \$215.00 4401432

<b>SIGNATURE:</b>	/John E. Slaughter/
<b>DATE SIGNED:</b>	03/11/2016
<b>Total Attachments: 5</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is entered into freely effective as of the 29<sup>th</sup> day of February 2016 (the "Effective Date") by and between **Interstar North America, Inc.**, a Kentucky corporation ("Assignor") and **TRAC Interstar, LLC**, a Delaware limited liability company ("Assignee").

**WHEREAS**, Assignor is the owner of the trademarks, service marks, and associated registrations set forth on Schedule 1 hereto (collectively, the "Trademarks");

**WHEREAS**, pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee, and the other parties named therein, dated as of February 29<sup>th</sup>, 2016 (the "Purchase Agreement"), Assignee purchased certain assets of Assignor, including but not limited to the Trademarks; and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title, and interest in the Trademarks in perpetuity.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby irrevocably assign and transfer to Assignee, and Assignee hereby acquires and accepts, all of Assignor's worldwide right, title, and interest in and to the Trademarks, including: (i) all of the goodwill associated or connected with the use of, and symbolized by, the Trademarks, (ii) all registrations obtained by Assignor for the Trademarks, including all extensions and renewals thereof, (iii) the right to file any document to maintain the Trademarks and any associated registrations, (iv) all common law trademark and trade name rights in the Trademarks, (v) the right to file applications for registration of the Trademarks worldwide, (vi) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom, and (vii) all rights corresponding with any of the foregoing throughout the world.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Assignee as the owner of the Trademarks.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property and other proprietary rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity, including any intellectual property or other proprietary rights;
- (e) There are no claims, pending or threatened, with respect to the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the parties authorize the court to limit, redact, reform or modify the provision to the extent permitted under applicable law as reasonably necessary to protect the parties' legitimate business interests and the remainder of this Agreement shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary by Assignee or the entities or agencies having jurisdiction over the Trademarks to (a) obtain and enforce worldwide trademark or other legal protection of any of the Trademarks; (b) give full effect to and perfect the rights of Assignee under this Agreement, including but not limited to executing all documents necessary to register in the name of Assignee the assignment of the Trademarks with the appropriate entities or agencies.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of New Jersey without regard to its choice of law rules.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNEE:

TRAC INTERSTAR LLC

By:  \_\_\_\_\_

Name: Gregg F. Carbone  
Executive Vice President

Its: \_\_\_\_\_

ASSIGNOR:

INTERSTAR NORTH AMERICA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNEE:

TRAC INTERSTAR LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ASSIGNOR:

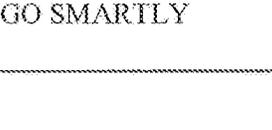
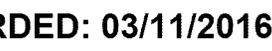
INTERSTAR NORTH AMERICA, INC.

By: Rodney G. Goderwis

Name: Rodney G. Goderwis

Its: President

Schedule 1 – List of the Trademarks

Jurisdiction	Mark	Serial No. (Filing Date)	Reg. No. (Reg. Date)	Registered Owner
USA	INTERSTAR FLEET SERVICES & Design 	85/680,039 (7/18/2012)	4,401,432 (9/10/13)	InterStar North America, Inc.
USA	INTERSTAR FLEET SERVICES 	85/650,341 (7/13/2012)	4,351,513 (6/11/2013)	InterStar North America, Inc.
USA	INTERSTAR BREAKDOWN & Design 	85/680,019 (7/18/2012)	4,351,581 (6/11/2013)	InterStar North America, Inc.
USA	INTERSTAR BREAKDOWN 	85/650,626 (6/13/2012)	4,351,514 (6/11/2013)	InterStar North America, Inc.
USA	INTERSTAR MAINTENANCE 	85/679,994 (7/18/2012)	4,351,580 (6/11/2013)	InterStar North America, Inc.
USA	INTERSTAR MAINTENANCE 	85/650,640 (6/13/2012)	4,351,515 (6/11/2013)	InterStar North America, Inc.
USA	INTERSTAR	75/646,288 (2/19/1999)	2,402,787 (11/7/2000)	InterStar North America, Inc.
USA	GO SMARTLY	85/681,247 (7/19/2012)	4,351,585 (6/11/2013)	InterStar North America, Inc.