

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM402302

<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>
ELRAC, LLC		10/17/2016	Limited Liability Company: DELAWARE
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4280003	CARPINGO	
<b>Registration Number:</b>	4345554	ALLCAR RENT-A-CAR	
<b>Registration Number:</b>	4568824	CARIFFIC	
<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 2:</b>	Thompson Coburn LLP		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Thomas A. Polcyn		
<b>SIGNATURE:</b>	/thomas a. polcyn/		
<b>DATE SIGNED:</b>	10/18/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective October 17, 2016 (the "Effective Date"), by and between ELRAC, LLC, a limited liability company organized under the laws of Delaware with an address of 1550 Route 23, Wayne, New Jersey 07470 ("Assignor") and Enterprise Holdings, Inc., a corporation organized under the laws of Missouri with an address of 600 Corporate Park Drive, St. Louis, Missouri 63105 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, and in and to the registrations and applications therefor, set forth on *Schedule A* attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor desires that the Trademarks be owned by Assignee, and Assignee desires to own said Trademarks.

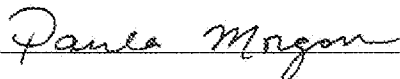
NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademarks, and all registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademarks been made.
2. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.
3. Assignee may record this Assignment with the United States Patent and Trademark Office. All costs associated with any such registrations or recordings shall be paid by Assignee.
4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

**ELRAC**


By:

  
\_\_\_\_\_  
Signature

Paula Morgan, Assistant Secretary  
Printed Name and Title

**Enterprise Holdings, Inc.**

By:

  
\_\_\_\_\_  
Signature

Meredith Perkins, Vice President  
Printed Name and Title

*Schedule A*  
to Trademark Assignment

Mark	Country	Status	App. No.	Reg. No.
CARPINGO	U.S.	Registered	85706006	4280003
ALLCAR RENT-A-CAR	U.S.	Registered	85647317	4345554
CARIFFIC	U.S.	Registered	85647195	4568824

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