

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487593

<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>
E-Z System, LLC		01/01/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	E-Z Rent A Car, Inc.		
<b>Street Address:</b>	2003 McCoy Road		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32809		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86307948	E-Z RENT-A-CAR	
<b>Serial Number:</b>	86307972	E-Z RENT-A-CAR	
<b>Serial Number:</b>	86307984	E-Z RENT-A-CAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4078434444		
<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>	407-843-4600		
<b>Email:</b>	trademarks@lowndes-law.com		
<b>Correspondent Name:</b>	Jon M. Gibbs		
<b>Address Line 1:</b>	215 North Eola Drive		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>NAME OF SUBMITTER:</b>	Jon M. Gibbs, Reg. No. 47,594		
<b>SIGNATURE:</b>	/Jon M. Gibbs/		
<b>DATE SIGNED:</b>	08/27/2018		
<b>Total Attachments: 16</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), is made effective as of the 1<sup>st</sup> day of January 2015 ("Effective Date") by and between E-Z SYSTEM LLC, a Delaware limited liability company having a principal place of business located at: 2003 McCoy Road, Orlando, FL 32809 ("Assignor"), and E-Z Rent A Car, Inc., a Florida corporation having a principal place of business located at: 2003 McCoy Road, Orlando, FL 32809 ("Assignee"), pursuant to a Purchase Agreement involving Assignor and Assignee dated February 6, 2015 ("Purchase Agreement").

**WHEREAS**, as a condition precedent to the Purchase Agreement, Assignor agrees to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW THEREFORE**, the parties agree as follows:

I. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents, patent applications and inventions set forth on SCHEDULE A hereto, and any and all divisions, continuations, continuations-in-part, reissues, reexaminations and extensions thereof, and any counterparts claiming priority therefrom (the "Patents");

(b) the trademarks, trade dress and service marks set forth on SCHEDULE B hereto, together with all goodwill associated therewith, and all registrations, applications for registrations, and renewals for any of the foregoing (the "Trademarks");

(c) the copyrights, set forth on SCHEDULE C hereto, and all registrations and applications to register the same (the "Copyrights");

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) all rights to sue or otherwise recover for any past, present or future infringement, misappropriation, dilution, or other violation of any of the foregoing.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

Without limiting any of the foregoing provisions of this Section 2, Assignor shall ensure that its employees, consultants, directors and agents testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of Assignee in, to or under the Assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this Patent Assignment. Except as and to the extent otherwise provided in the Purchase Agreement, Assignee shall reimburse Assignor for all costs reasonably incurred by Assignor in the performance of its obligations under this Section 2.

3. Terms of the Contribution and Assumption Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Contribution and Assumption Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Contribution and Assumption Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution and Assumption Agreement and the terms hereof, the terms of the Contribution and Assumption Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and all disputes, claims or controversies relating to, arising out of, or in connection with this Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute hereunder) without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws rules of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

E-Z SYSTEM, LLC

By:

~~Name: Mehrdad Memarpour~~

~~Title: President~~

Address for Notices:

Peter E. Reinert, Esq.

Lowndes, Drosdick, Doster, Kantor  
& Reed, P.A.

215 N. Eola Drive

Orlando, FL 32801

AGREED TO AND ACCEPTED:

E-Z RENT A CAR, INC.

By:

~~Name: Mehrdad Memarpour~~

~~Title: President~~

Address for Notices:

Peter E. Reinert, Esq.

Lowndes, Drosdick, Doster, Kantor  
& Reed, P.A.

215 N. Eola Drive

Orlando, FL 32801

SCHEDULE A

**PATENTS, PATENT APPLICATIONS AND INVENTIONS**

PATENTS:

NONE.

PATENT APPLICATIONS:

NONE.

INVENTIONS:

NONE.

SCHEDULE B

**TRADEMARKS, TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

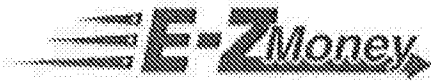
TRADEMARKS (COMMON LAW):

- 1) Common law word mark for:

**E-Z MONEY**

for: vehicle rental rewards programs.

- 2) Common law design mark for:



for: vehicle rental rewards programs.

- 3) Common law tag line for:

**THE BEST VALUE IN CAR RENTAL!**

for: vehicle rental services.

TRADEMARK REGISTRATIONS:

- 1) Canada Federal Trademark Registration No.: TMA795901 for the design mark:



for: Vehicle rental services.

Filed: September 2, 2009.

Registered: April 18, 2011.





- 2) Canada Federal Trademark Registration No.: TMA795896 for the word mark:

**E-Z RENT-A-CAR**

for: Vehicle rental services.

Filed: September 2, 2009.

Registered: April 18, 2011.

- 3) Mexico Federal Trademark Registration No.: 1194509 for the design mark:



for: car rental services.

Filed: November 10, 2009.

Registered: December 15, 2010.

- 4) Mexico Federal Trademark Registration No.: 1194510 for the word mark:

**E-Z RENT-A-CAR**

for: car rental services.

Filed: November 10, 2009.

Registered: December 15, 2010.

- 5) Puerto Rico Trademark Registration No.: 200589 for the design mark:



for: vehicle rental services.

Registered: September 11, 2009.

6) Puerto Rico Trademark Registration No.: 200590 for the word mark:

**E-Z RENT-A-CAR**

for: vehicle rental services.

Registered: September 11, 2009.

7) Colorado State Trademark Registration No.: 20091306148 for the design mark:



for: Vehicle rental services.

Registered: June 3, 2009.

8) Colorado State Trademark Registration No.: 20091306102 for the word mark:

**E-Z RENT-A-CAR**

for: Vehicle rental services.

Registered: June 3, 2009.

9) Florida State Trademark Registration No.: T09000000532 for the word mark:

**E-Z RENT-A-CAR**

for: Vehicle rental services.

Registered: May 29, 2009.

10) Florida State Trademark Registration No.: T09000000533 for the design mark:



for: Vehicle rental services.

Registered: May 29, 2009.

11) Georgia State Trademark Registration No.: S-24711 for the design mark:



for: Vehicle rental services.

Registered: August 20, 2009.

12) Georgia State Trademark Registration No.: S-24710 for the word mark:

E-Z RENT-A-CAR

for: Vehicle rental services.

Registered: August 20, 2009.

13) Nevada State Trademark Registration No.: 232375810 for the design mark:



for: Vehicle rental services.

Registered: June 4, 2009.

14) Nevada State Trademark Registration No.: 2009046265599 for the word mark:

**E-Z RENT-A-CAR**

for: Vehicle rental services.

Registered: June 4, 2009.

15) Texas State Trademark Registration No.: 801130762 for the design mark:



for: Vehicle rental services.

Registered: August 13, 2009.

16) Texas State Trademark Registration No.: 801130759 for the word mark:

**E-Z RENT-A-CAR**

for: Vehicle rental services.

Registered: August 13, 2009.

TRADEMARK APPLICATIONS:

1) United States Trademark Application Serial No.: 86/307,948 for the word mark:

**E-Z RENT-A-CAR**

for: Vehicle Rental in International Class 039.

Filed: June 12, 2014.

2) United States Trademark Application Serial. No.: 86/307,972 for the design mark (color):



for: Vehicle Rental in International Class 039.

Filed: June 12, 2014.

- 3) United States Trademark Application Serial No.: 86/307,984 for the design mark (b/w):



for: Vehicle Rental in International Class 039.

Filed: June 12, 2014.

DOMAIN NAMES:

cfbodyshop.com	ezrac.mobi
cflpb.com	ezrac.net
cfpaint.com	ezracblog.com
cfpaintandbody.com	ezrentacar-reviews.com
e-zcarhire.com	ezrentacar.co.uk
e-zrac.com	ezrentacar.com
e-zrentacar.com	ezrentacar.com.mx
e-zrentacar.net	ezrentacar.mobi
easyrac.com	eztruckrental.com
ezautoclub.com	lmcarrental.net
ezautoleasing.com	lmrentacar.com
ezcarclub.com	orlandobodyshop.com
ezcarhire.com	rentez.net
ezcarrental.com	ezrentacar.net
ezrac.com	





SCHEDULE C

**COPYRIGHTS, COPYRIGHTS REGISTRATIONS, COPYRIGHT  
APPLICATIONS AND EXCLUSIVE COPYRIGHT LICENSES**

COPYRIGHTS (COMMON LAW):

NONE.

COPYRIGHT REGISTRATIONS:

NONE.

COPYRIGHT APPLICATIONS:

NONE.

EXCLUSIVE COPYRIGHT LICENSES:

NONE.