

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517051

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Assignment Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OccasionalCar, LLC | | 04/15/2014 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Enterprise Holdings, Inc. | | |
| Street Address: | 600 Corporate Park Drive | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63105 | | |
| Entity Type: | Corporation: MISSOURI | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4442212 | RENT ME BY THE HOUR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 314-552-6000 | | |
| Email: | ipdocket@thompsoncoburn.com | | |
| Correspondent Name: | Thomas A. Polcyn | | |
| Address Line 1: | One US Bank Plaza | | |
| Address Line 2: | Thompson Coburn LLP | | |
| Address Line 4: | St. Louis, MISSOURI 63101 | | |
| NAME OF SUBMITTER: | Thomas A. Polcyn | | |
| SIGNATURE: | /thomas a. polcyn/ | | |
| DATE SIGNED: | 04/02/2019 | | |
| Total Attachments: 10 | | | |
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| source=assignment for recording#page4.tif | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is made and entered into as of April 15, 2014 by Enterprise Holdings, Inc. (the "**Buyer**" and the "**Assignee**") and OccasionalCar, LLC (the "**Seller**" and the "**Assignor**").

WHEREAS, Pursuant to that certain Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), Buyer is acquiring certain assets, including Intellectual Property, from Seller. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, In connection with the execution of the Purchase Agreement and as a condition to the consummation of the transactions contemplated by the Purchase Agreement, Seller desires to assign to Buyer all of Seller's right, title and interest in, to or under certain of Seller's intellectual property, whether registered or unregistered, including, but not limited to, the intellectual property set forth on **Schedule A** hereto (collectively, the "**Intellectual Property Assets**"), and Buyer desires to obtain all of Seller's right, title and interest in, to or under any and all Intellectual Property Assets on the terms and subject to the conditions set forth in the Purchase Agreement and as provided herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee all its worldwide right, title and interest, including all common law rights in, to and under all of the Intellectual Property Assets, together with any goodwill of the business symbolized by any marks or names thereof including the relevant portion of Assignor's business to which the marks and names pertain, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. **Assignor Covenant.** Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

3. **Authorization.** Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including Letters Patent or registrations, when granted, to the Assignee for the sole use and benefit of the Assignee and of

its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

4. **Acceptance of Assignment.** Assignee hereby accepts such assignment and transfer of the Intellectual Property Assets.

5. **Further Assurances.** Assignor shall execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and domain name registrars, or equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee.

signature pages follow

IN WITNESS WHEREOF, Assignor has executed this assignment by its officers and representatives thereunto duly authorized.

OccasionalCar, LLC

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2014.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, Assignee has executed this assignment by its officers and representatives thereunto duly authorized.

Enterprise Holdings, Inc.

By: Jeffrey S. Cowan
Name: Jeffrey S. Cowan
Title: Assistant Secretary
Date: 4-15-2014

STATE OF Missouri)
) SS.
COUNTY OF St. Louis)

Subscribed and sworn to before me this 15th day of April, 2014.

Rose Eckstein
Notary Public

My Commission Expires:

ROSE ECKSTEIN
Notary Public, Notary Seal
State of Missouri
Jefferson County
Commission # 11175212
My Commission Expires April 19, 2015

Schedule A

Intellectual Property Assets

As more fully described in the Asset Purchase Agreement dated April 15, 2014

FIRPTA AFFIDAVIT

April 15, 2014

Section 1445 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **OccasionalCar, LLC** (the “**Transferor**”), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Income Tax Regulations;
3. Transferor’s U.S. employer identification number is [_____]; and
4. Transferor’s office address is **27902 Meadow Drive, Ste. 375, Evergreen, CO 80439**.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

OccasionalCar, LLC

By: _____
Name: _____
Title: _____

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is dated as of the 15th day of April 2014, and is by and between **OccasionalCar, LLC**, a Delaware limited liability company ("**Seller**"), **Enterprise Leasing Company of Denver, LLC**, a Delaware limited liability company ("**Buyer**") **EAN Holdings, LLC**, a Delaware limited liability company ("**EAN**") and **Enterprise Holdings, Inc.**, a Missouri corporation ("**EHI**") (EAN and EHI shall collectively be referred to as "**Buyer Affiliates**").

RECITALS:

A. Seller owns and operates a car sharing and car rental network throughout the Denver area in the State of Colorado (the "**Business**").

B. Buyer and Buyer Affiliates wish to purchase selected assets used in the operation of the Business, except the Excluded Assets, as defined herein, and Seller wishes to sell such selected assets of the Business to Buyer and Buyer Affiliates, except such Excluded Assets and Excluded Liabilities, as defined herein, on the terms set forth in this Agreement.

AGREEMENT:

In consideration of the foregoing, the mutual agreements and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, each intending to be legally bound, agrees as follows:

ARTICLE I

SALE AND PURCHASE OF ASSETS

1.1 Sale and Purchase of Assets. On the Closing Date (as hereafter defined), Seller shall sell and assign to Buyer (or Buyer's Affiliate as indicated below), and Buyer (or Buyer's Affiliate) shall purchase from Seller, the following assets (collectively, the "**Purchased Assets**"), free and clear of all mortgages, pledges, liens, encumbrances, security interests, claims, options and restrictions on transfer:

- (a) All equipment, supplies and signs owned by Seller and used in connection with the Business, including but not limited to the fixed and other assets which are listed on **Exhibit A** (the "**Equipment**");
- (b) All of Seller's business and marketing information (in whatever form), including but not limited to telephone numbers (local and toll free, and voice and data) and all contracts therefor, directory listings, customer lists and account histories, referral sources, advertising and promotional materials (including all "yellow pages" advertising) and vendor lists, other customer records, financial and business records, existing reservations and all other files and records relating to the Business and its operation, but not tax, accounting and corporate records of Seller (the "**Records**");
- (c) All contract rights including without limitation URL's, domain names, user names and any ownership of Internet or world wide web identification rights of any kind, All of Seller's right, title and interest in and to trademarks, service marks, trade dress, trade names and corporate names and all the goodwill associated therewith (including the trade name and/or trademark "OccasionalCar"); all registered and unregistered statutory and

common law copyrights; all registrations, applications and renewals for any of the foregoing; all trade secrets, confidential information, ideas, formulae, know-how, research information, proposals, technical and computer data, documentation and software, and all other intellectual property rights with respect to items owned or licensed by and used by the Seller and necessary for the Business (the “**Intellectual Property**”) it being understood that EHI shall be the purchaser of all such Intellectual Property, inclusive of all domain names and trademarks and logos as set forth on **Exhibit B**;

- (d) All member and former member data and databases, rights to all parking pods/spaces, parking agreements, membership agreements and corporate rate agreements, accounts and other revenue producing agreements and marketing agreements, necessary vendor and software agreements, as listed in **Exhibit C** (“**Material Agreements**”);
- (e) All licenses, permits and authorizations used in the operation of the Business, to the extent transferable under applicable law (“**Permits**”); and
- (f) All vehicles listed on **Exhibit D** (“**Vehicles**”), it being understood that EHI shall be the purchaser of all such Vehicles, and all related warranty rights, operating manuals, keys, certificates of title, registration records, purchase invoices, inspection records and similar documentation and after-market technology products relating to the Vehicles.

Except as otherwise set forth in **Exhibit E** with respect to some accounts receivable of Seller to be reconciled by Buyer and Seller within sixty (60) days of the Closing, the Purchased Assets do not include (i) any cash, accounts or notes receivable or delinquencies payables; (ii) any payment or other third party rights against Seller accruing for periods prior to the Closing Date; (iii) Seller’s articles of incorporation, qualifications to conduct business as a foreign corporation (as applicable), arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, corporate record books and other documents relating to the organization, maintenance and existence of Sellers as a corporation; (iv) income tax returns relating to the Business and any notes, worksheets, files or documents relating thereto; (x) rights under or pursuant to this Agreement and the Schedules and/or Exhibits attached hereto; (xi) equity interest in Seller or owned by Seller; (xii) claims for and rights to receive tax refunds relating to the Business with respect to taxable periods ending prior to the Closing Date; (xiii) all books and records that Sellers are required by applicable law to retain, subject to the right of Buyers to have access to and to copy such books and records for a period of seven (7) years from the Closing Date; (xiv) any pension, profit sharing or employee benefit plans, including any assets in any related trusts; (xv) any real property owned by Seller; and (xvi) any costs or expenses of Sellers incurred in connection with the consummation of the transactions contemplated hereby (the “**Excluded Assets**”). None of the Excluded Assets are material to the Business.

1.2 Non-Assumption of Liabilities.

- (a) Subject to the conditions set forth in this Agreement, Buyer or an affiliate of Buyer shall assume Seller’s obligations and current liabilities arising after the Closing Date arising as a result of the Material Agreements (“**Assumed Liabilities**”) except for any breach or delinquency by Seller or other liabilities or matters arising before the Closing Date which are and shall remain the sole responsibility of Seller and for which Seller shall fully indemnify and hold Buyer harmless as set forth in this Agreement.
- (b) Except as set forth in Section 1.2(a) and **Exhibit E** with respect to limited accounts payable of Seller to be reconciled by Buyer and Seller within sixty (60) days of the Closing, Buyer shall not assume any liabilities or obligations of Seller or the Business

Exhibit B
DOMAIN NAMES AND TRADEMARKS

Rent Me By The Hour
Ocasionalcar.com
Ocassionalcar.com
Occasionalcar.com
Occassionalcar.com
Carsharecolorado.com
Carsharedenver.com

