

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANTAGE OPCO, LLC		07/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ORLANDO RENTCO LLC		
Street Address:	444 Seabreeze Boulevard		
Internal Address:	Suite 1002		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32118		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1738673	ADVANTAGE RENT-A-CAR	
Registration Number:	2263010	ADVANTAGE RENT-A-CAR	
Registration Number:	2264826	ADVANTAGE	
Serial Number:	88060840	A ADVANTAGE RENT A CAR	
CORRESPONDENCE DATA			
Fax Number:	2127088959		
<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:	2127081870		
Email:	lbryer@ladas.com		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	1040 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	A20TMA35650-US		
NAME OF SUBMITTER:	Lanning G. Bryer		
SIGNATURE:	/lgb/		
DATE SIGNED:	10/15/2020		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of July 20, 2020.

WHEREAS, ADVANTAGE OPCO, LLC and its direct or indirect subsidiaries a party hereto (collectively, "Assignor") and ORLANDO RENTCO LLC, a Florida limited liability ("Assignee"), are parties to an Asset Purchase Agreement, dated as of June 28, 2020, as amended (the "Purchase Agreement"), governing the purchase and sale of the Purchased Assets. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer all right, title and interest in and to the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks") to Assignee;

WHEREAS, the parties wish herein to memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:

1. Subject to the terms of the Purchase Agreement, Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, all right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and Assignee.
3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.
4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of Delaware.

6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

* * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNEE:

ORLANDO RENTCO LLC

By: 
Name: Daniel Miller
Title: Manager

ASSIGNOR:

ADVANTAGE OPKO, LLC

By: _____
Name: Alfred C. Farrell
Title: Chief Financial Officer

E-Z RENT A CAR, LLC

By: Advantage OpCo, LLC, its sole member

By: _____
Name: Alfred C. Farrell
Title: Chief Financial Officer

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By: _____
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Title: Manager

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By:  _____
Name: Alfred C. Farrell
Title: Chief Financial Officer

E-Z RENT A CAR, LLC

By: Advantage OpCo, LLC, its sole member

By:  _____
Name: Alfred C. Farrell
Title: Chief Financial Officer

SCHEDULE A

ADVANTAGE RENT-A-CAR

No. 1738673

ADVANTAGE RENT-A-CAR

No. 2263010

ADVANTAGE

No. 2264826

ADVANTAGE RENT A CAR & A in Curved
Rectangle in Color

Application No. 88060840