

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639333

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Donlen Corporation		03/30/2021	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Freedom Acquirer LLC
Street Address:	3000 Lakeside Dr.
Internal Address:	2nd Floor
City:	Bannockburn
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76614740	DONLEN
Serial Number:	77898107	DONLEN
Serial Number:	77898089	
Serial Number:	85618904	VEHICLE OPTIMIZATION MODEL
Serial Number:	85579779	CARE
Serial Number:	76618604	DONLENDRIVER
Serial Number:	75261406	FLEETWEB
Serial Number:	77884146	FRIDAYFLEET
Serial Number:	85541454	MODEL. MEASURE. MANAGE.
Serial Number:	78741966	NATIONAL AUCTION INDEX
Serial Number:	85696500	SHOPCOMPANYCARS
Serial Number:	88730665	DONLEN
Serial Number:	87836861	RECALL INSIGHT
Serial Number:	74715617	SAFECARE
Serial Number:	78789722	LIFECYCLE OPTIMIZATION TOOLS
Serial Number:	73757658	DC

OP \$415.00 76614740

CORRESPONDENCE DATA**Fax Number:** 3123451778*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.***Phone:** 3123451718**Email:** USDocket@lewisbrisbois.com**Correspondent Name:** Jill Anderfuren**Address Line 1:** 550 West Adams Street**Address Line 2:** Suite 300**Address Line 4:** Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Jill Anderfuren
---------------------------	-----------------

SIGNATURE:	/ja/
-------------------	------

DATE SIGNED:	04/14/2021
---------------------	------------

Total Attachments: 7

source=21. Project Freedom - IP Assignment Agreement (Donlen Corp.) (Executed)#page1.tif

source=21. Project Freedom - IP Assignment Agreement (Donlen Corp.) (Executed)#page2.tif

source=21. Project Freedom - IP Assignment Agreement (Donlen Corp.) (Executed)#page3.tif

source=21. Project Freedom - IP Assignment Agreement (Donlen Corp.) (Executed)#page4.tif

source=21. Project Freedom - IP Assignment Agreement (Donlen Corp.) (Executed)#page5.tif

source=21. Project Freedom - IP Assignment Agreement (Donlen Corp.) (Executed)#page6.tif

source=21. Project Freedom - IP Assignment Agreement (Donlen Corp.) (Executed)#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (together with all Exhibits attached hereto, this “Agreement”) is executed as of March 30, 2021 by Donlen Corporation, an Illinois corporation (“Assignor”), on one hand, and Freedom Acquirer LLC, a Delaware limited liability company (“Assignee”), on the other hand. Assignor and Assignee may be referred to herein, individually, as a “Party” and, collectively, as the “Parties.” Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, (i) the Assignor, Donlen FSHCO Company, Donlen Fleet Leasing Ltd. and Donlen Mobility Solutions, Inc. (collectively, the “Selling Entities”), (ii) Hertz Global Holdings, Inc., a Delaware corporation, and (iii) Assignee have entered into the Stock and Asset Purchase Agreement, dated as of November 25, 2020 (as may be amended from time to time, the “Purchase Agreement”), which sets forth, among other things, the terms of the sale, conveyance, assignment, transfer and delivery from the Selling Entities to Assignee of the Purchased Assets, and assignment and delegation from the Selling Entities to Assignee of all of the Assumed Liabilities;

WHEREAS, the Purchased Assets include all Seller Brand Names, Technology and Intellectual Property Rights, including the goodwill of the Assignor, owned by the Assignor as of the Closing, but excluding any Retained Business Marks, their associated goodwill, and other Intellectual Property Rights set forth on Section 2.2 of the Disclosure Schedules to the Purchase Agreement (collectively, the “Acquired Intellectual Property”);

WHEREAS, “Registered IP” shall mean all Acquired Intellectual Property that, as of the date of the Purchase Agreement, is registered, or applied for with the United States Patent and Trademark Office, United States Copyright Office or any foreign equivalent office and set forth on Exhibit A hereto, and any rights in or relating to registrations, renewals, extensions, continuations, divisions, and reissues of, and applications for, any of the foregoing rights; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, all of Assignor’s right, title, and interest in and to the Acquired Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein and in the Purchase Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1.1 Conveyance. Pursuant to the terms set forth in the Purchase Agreement and the Sale Order, and for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which Assignor and Assignee hereby acknowledge, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, and Assignee accepts all right, title and interest of Assignor in and to, effective as of the Closing, all of Assignor’s rights, titles and interests in, to and under the Acquired Intellectual Property throughout the world, including without limitation

the Registered IP set forth on Exhibit A, free and clear of all Encumbrances (other than Permitted Encumbrances), as provided in the Purchase Agreement, together with (i) all goodwill of the business associated with or symbolized by the Acquired Intellectual Property; (ii) all renewals and extensions of any application, registration and filing included in the Acquired Intellectual Property, whether published or unpublished; (iii) all rights to sue for past, present, and future misuse, misappropriation, or infringements of the foregoing, including without limitation the right to settle suits involving claims and demands for royalties owing and any resulting damages, claims, and payments, in each case, to the extent primarily relating to, primarily used in or held for use in the Business, and regardless of whether any such claims and causes of action have been asserted by the Assignor, but excluding any claims excluded pursuant to Section 1.4 below; and (iv) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

1.2 Intent-to-Use Trademarks. Assignee is the successor-in-interest to the ongoing and existing business of Assignor, or that portion of the business to which any intent-to-use trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060.

1.3 Recordation. Assignor shall reasonably cooperate with Assignee, at Assignee's cost and expense, with respect to Assignee's preparation of instruments to record Assignee as the owner of the Registered IP in the United States Patent and Trademark Office and any other applicable foreign Governmental Authority or registrar, in each case in form and substance reasonably acceptable to the Parties and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains. Assignor hereby authorizes Assignee to execute on its behalf all such documents as are reasonably necessary to record Assignee as the owner of the Acquired Intellectual Property in the United States Patent and Trademark Office and any other applicable foreign Governmental Authority or registrar.

1.4 Excluded Assets. Assignor does not, and in no event shall Assignor be deemed to, sell, transfer, assign, convey or deliver, and Assignor does hereby retain, (a) all of the entire right, title and interest to, in and under the Excluded Assets, as provided in Section 2.2 of the Purchase Agreement, and (b) any potential or actual claims for misuse, misappropriation or infringement arising prior to the Closing against any member of the Parent Group or any Person operating the Retained Business, or any such claims arising prior to the Closing from the operation of the Retained Business.

1.5 Purchase Agreement. This Agreement is expressly made subject to the terms of the Purchase Agreement. The delivery of this Agreement shall not amend, affect, enlarge, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, terms or provisions of the Purchase Agreement or any of the rights, remedies or obligations of Assignor or Assignee provided for therein or arising therefrom in any way, all of which shall remain in full force and effect in accordance with their terms. The representations, warranties, covenants, terms and provisions contained in the Purchase Agreement shall not be merged with or into this Agreement but shall survive the execution and delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall control.

1.6 Further Assurances. The terms set forth in Sections 7.5(b) and 7.5(c) (Further Assurances) of the Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to “this Agreement” shall mean and refer to this Agreement and any reference to “Selling Entities” shall mean and refer to Assignor.

1.7 Miscellaneous. The terms set forth in Section 10.1 (Amendment and Modification), Section 10.3 (Notices), Section 10.4 (Assignment; No Third Party Beneficiaries), Section 10.5 (Severability), Section 10.6 (Governing Law), Section 10.8 (Submission to Jurisdiction; WAIVER OF JURY TRIAL), Section 10.9 (Counterparts) and Section 10.15 (Mutual Drafting; Headings; Information Made Available) of the Purchase Agreement are incorporated by reference herein, except that, as applicable, any and all references to “this Agreement” shall mean and refer to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intellectual Property Assignment Agreement to be effective as of the Closing.

ASSIGNOR:

DONLEN CORPORATION

DocuSigned by:
By Tom Callahan
Name: 5CD26E8A4E19484... lahan
Title: President

[Signature Page to Intellectual Property Assignment Agreement (Donlen Corp.)]

ASSIGNEE:

FREEDOM ACQUIRER LLC







By:  _____
Name: Joseph D. Glatt
Title: Vice President

Exhibit A

Registered IP

1) TRADEMARKS

Owner	Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Donlen Corporation	Canada	DONLEN	1997910	27-Nov-2019			Pending
Donlen Corporation	Canada	Recall inSIGHT	1896138	26-Apr-2018	TMA1078267	08-May-2020	Registered
Donlen Corporation	Canada	The Diamond Design 	2030664	27-May-2020			Pending
Donlen Corporation	Canada	DONLEN & Design 	2030665	27-May-2020			Pending
Donlen Corporation	United States	Donlen	76614740	04-Oct-2004	3033780	27-Dec-2005	Registered
Donlen Corporation	United States		77898107	21-Dec-2009	4135899	01-May-2012	Registered
Donlen Corporation	United States	Donlen Corporate (Design Only) 	77898089	21-Dec-2009	4135898	01-May-2012	Registered
Donlen Corporation	United States	Vehicle Optimization Model	85618904	07-May-2012	4337466	21-May-2013	Registered
Donlen Corporation	United States	Care	85579779	26-Mar-2012	4210111	18-Sep-2012	Registered
Donlen Corporation	United States	DonlenDriver	76618604	01-Nov-2004	3075313	04-Apr-2006	Registered
Donlen Corporation	United States	FleetWeb	75261406	21-Mar-1997	2406561	21-Nov-2000	Registered
Donlen Corporation	United States	FridayFleet	77884146	02-Dec-2009	3817970	13-Jul-2010	Lapsed
Donlen Corporation	United States	Model. Measure. Manage.	85541454	13-Feb-2012	4326781	30-Apr-2013	Cancelled
Donlen Corporation	United States	National Auction Index	78741966	27-Oct-2005	3152396	03-Oct-2006	Registered
Donlen Corporation	United States	Shopcompanycars	85696500	06-Aug-2012	4456727	24-Dec-2013	Registered
Donlen Corporation	United States	Donlen	88730665	17-Dec-2019			Pending
Donlen Corporation	United States	Recall inSIGHT	87836861	16-Mar-2018	5610421	20-Apr-2018	Registered
Donlen Corporation	United States	SAFECARE	74715617	15-Aug-1995	2186186	01-Sep-1998	Registered

Owner	Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Donlen Corporation	United States	LIFECYCLE OPTIMIZATION TOOLS	78789722	11-Jan-2006	3379494	05-Feb-2008	Registered
Donlen Corporation	United States		73757658	14-Oct-1988	1553212	22-Aug-1989	Lapsed
Donlen Corporation	North Dakota	DONLEN TRUST			42793700	17-Mar-2017	Registered

2) COPYRIGHTS

Title	Registration Number	Registration Date
FleetSource / author, DonLen Corp.	TX0003432548	03-Nov-1992
Buckle up.	TXu000534056	15-Jun-1992