

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morrison Fleet Services, LLC		03/29/2004	Limited Liability Company: MISSISSIPPI

RECEIVING PARTY DATA	
Name:	FleetCor Technologies, Inc.
Street Address:	3091 Governor's Lake Drive, Bldg. 100
Internal Address:	Suite 100
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30071
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2626294	FLEETALL
Registration Number:	2811063	CHECKMAINT

CORRESPONDENCE DATA	
Fax Number:	(404)572-5145
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404.572.2771
Email:	trademarks@kslaw.com
Correspondent Name:	Michael C. Mason
Address Line 1:	191 Peachtree Street
Address Line 2:	45th Floor
Address Line 4:	Atlanta, GEORGIA 30303-1763

ATTORNEY DOCKET NUMBER:	10281.019008
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NAME OF SUBMITTER:	Diana E. Brown
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Total Attachments:	3
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**TRADEMARK
 REEL: 002833 FRAME: 0609**

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") is made as of the 29th day of March, 2004, by **MORRISON FLEET SERVICES, LLC**, a Mississippi limited liability company ("Assignor"), to **FLEETCOR TECHNOLOGIES, INC.**, a Delaware corporation ("Assignee"), pursuant to that certain Agreement of Purchase and Sale of Assets (the "Purchase Agreement"), dated as of March 26, 2004, by and between Assignee and Assignor.

BACKGROUND

Assignor is the owner of all right, title and interest in and to the marks and United States Trademark Registrations set forth in Exhibit A attached hereto (the "Marks"). Assignor desires to assign to Assignee the Marks and Assignee desires to acquire the Marks from Assignor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the consideration described in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor, intending to be legally bound, hereby agrees as follows:

- 1. Assignment.** Assignor does hereby assign, sell and transfer unto Assignee, all of Assignor's right, title and interest in and to the Marks, and to any extensions, renewals and other applications therefor, together with the goodwill of the business associated with such Marks, including any licenses or authorizations to use the Marks, together with all rights the Assignor may have to sue and to recover damages and other remedies for any infringement of the Marks which may have occurred before the date of this Assignment; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the full end of the term for which the Marks are granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
- 2. Further Actions.** From time to time after the date hereof, and without further consideration, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee may reasonably request, or as may be required by the U.S. Patent and Trademark Office, to assist Assignee in its efforts to perfect and record Assignee's ownership of the Marks.
- 3. Counterparts.** Each copy of this Assignment which Assignor signs to facilitate recording of the Assignee's interest in the Marks shall be deemed an original.
- 4. Successors.** This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered by its duly authorized representative as of the day and year first above written.

MORRISON FLEET SERVICES, LLC

By: Cooper Morrison
Name: COOPER MORRISON
Title: MEMBER / MANAGER

Before me, a Notary Public in and for the State of ~~Georgia~~ ^{Mississippi}, on this 29th day of March 2004, personally appeared Cooper Morrison who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(SEAL)

Gaye Stewart
NOTARY PUBLIC

My Commission Expires:

Mississippi Statewide Notary Public
My Commission Expires Sept. 14, 2007

**Exhibit A
to
Assignment of Trademark**

Marks

Fleetall, Reg. No. 2626294
Checkmaint, Reg. No. 2811063