

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/20/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FleetCor Technologies, Inc.	FORMERLY Fleetman, Inc.	12/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FleetCor Technologies Operating Company, LLC
Street Address:	655 Engineering Drive, Suite 300
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30092
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1363666	FUELMAN
Registration Number:	1430472	AUTOMAN
Registration Number:	1430473	FLEETMAN
Registration Number:	1430474	OILMAN
Registration Number:	2626294	FLEETALL
Registration Number:	2811063	CHECKMAINT
Registration Number:	1364841	FLEETCARD
Serial Number:	76125382	FLEETCOR TECHNOLOGIES
Registration Number:	2540691	FLEET NET

CORRESPONDENCE DATA

Fax Number: (225)381-9197
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2253460285

CH \$240.00 1363666

Email: tomlinsj@phelps.com
Correspondent Name: Jeffrey E. Tomlinson
Address Line 1: 445 North Boulevard, Suite 701
Address Line 4: Baton Rouge, LOUISIANA 70802

NAME OF SUBMITTER:	Jeffrey E. Tomlinson
Signature:	/Jeffrey E. Tomlinson/
Date:	02/03/2005

Total Attachments: 2
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is by and between **FleetCor Technologies, Inc.**, a Delaware corporation ("Assignor") and **FleetCor Technologies Operating Company, LLC**, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor, is the owner of those certain trademarks identified on Exhibit "A" attached hereto (the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by this Agreement, Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee and its successors and assigns, subject to all security interests, liens, and encumbrances, all of its right, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Trademarks, as described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 20th day of December, 2004, after due reading of the whole.

ASSIGNOR:

FleetCor Technologies, Inc.

By: Eric Dey
Name: ERIC DEY
Title: CFO

ASSIGNEE:

FleetCor Technologies Operating Company, LLC

By: Eric Dey
Name: ERIC DEY
Title: CFO

EXHIBIT A

TRADEMARKS

<u>Description</u>	<u>File Number</u>	<u>Date Registered</u>	<u>Expiration Date</u>
FUELMAN	1363666	Oct. 1, 1985	Oct. 1, 2005
AUTOMAN	1430472	Feb. 24, 1987	Feb. 24, 2007
FLEETMAN	1430473	Feb. 24, 1987	Feb. 24, 2007
OILMAN	1430474	Feb. 24, 1987	Feb. 24, 2007
Fleetall	2626294		
Checkmaint	2811063		

Additional Trademarks and Service Marks:

Fleet Net Registration No. 2,540,691

Flectcard Registration No. 1,364,841

Trademark Application:

FleetCor Technologies Application No. 76-125382