

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FleetCor Technologies, Inc.		12/20/2004	CORPORATION: DELAWARE
FleetCor Technologies Operating Company, LLC		12/20/2004	Limited liability company: GEORGIA

RECEIVING PARTY DATA

Name:	AmSouth Bank, as agent
Street Address:	599 Lexington Avenue, 45th Floor
Internal Address:	c/o AmSouth Capital Corp.
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	an Alabama banking corporation: ALABAMA

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:	2540691	FLEET NET
Registration Number:	1364841	FLEETCARD
Serial Number:	76125382	FLEETCOR TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (312)863-7806

900023928

**TRADEMARK
 REEL: 003076 FRAME: 0569**

OP \$240.00 1363666

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/02/2005

Total Attachments: 4
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**AMENDMENT NO. 2 TO
COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS AMENDMENT NO. 2 (this "Amendment") to that certain Collateral Assignment and Security Agreement (Trademarks) dated as of September 18, 2002 (the "Trademark Security Agreement") made by FleetCor Technologies, Inc. ("Original Company") and FleetCor Technologies Operating Company, LLC ("New Company") in favor of AmSouth Bank, as agent ("Agent") is made as of December 20, 2004.

WHEREAS, contemporaneously with the execution and delivery of this Amendment, Original Company is transferring substantially all of its assets to New Company and New Company is assuming substantially all of the liabilities of Original Company; and

WHEREAS, the parties hereto wish to amend the Trademark Security Agreement so that New Company becomes the "Company" thereunder and assumes all of the obligations of Original Company thereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Upon the effectiveness of the transfer of the Property (as defined in the Trademark Security Agreement) to New Company, (a) New Company assumes all of the obligations of Original Company under the Pledge Agreement, (b) each reference in the Pledge Agreement to "Company" shall mean "New Company" (other than the reference to the Company that was originally party to the Credit Agreement in the preamble to the Trademark Security Agreement and except any other references where the context otherwise requires), and (c) New Company shall be bound by all of the provisions of the Trademark Security Agreement as the "Company" thereunder.

2. Schedule I to the Trademark Security Agreement is amended and restated in its entirety to read as set forth on Exhibit A attached hereto.

3. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[Signatures on Next Page]

IN WITNESS WHEREOF, Original Company, New Company and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

FLEETCOR TECHNOLOGIES, INC.

By Eric Dey
Name ERIC Dey
Title CFO

FLEETCOR TECHNOLOGIES OPERATING
COMPANY, LLC

By Eric Dey
Name ERIC Dey
Title CFO

Agreed and Accepted this
_____ day of December, 2004

AMSOUTH BANK, as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Original Company, New Company and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

FLEETCOR TECHNOLOGIES, INC.

By _____
Name _____
Title _____

FLEETCOR TECHNOLOGIES OPERATING
COMPANY, LLC

By _____
Name _____
Title _____

Agreed and Accepted this
20 day of December, 2004

AMSOUTH BANK, as Agent

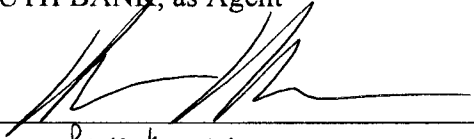
By 
Name Bruce Kasper
Title Attorney-In-Fact

EXHIBIT A
TRADEMARKS

Description	Registration No.	Date Registered
FUELMAN	1363666	October 1, 1985
AUTOMAN	1430472	February 24, 1987
FLEETMAN	1430473	February 24, 1987
OILMAN	1430474	February 24, 1987
Fleetall	2626294	
Checkmaint	2811063	
Fleet Net	2,540,691	
Fleetcard	1,364,841	

Trademark Application	Application No.
FleetCor Technologies	76-125382