

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FleetCor Technologies, Inc.		08/08/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2914249	FUELMAN
Registration Number:	2920411	FUELMAN FLEET CARD
Registration Number:	2924716	FUELMAN NETWORK
Registration Number:	2941155	
Serial Number:	76527312	FLEETCOR TECHNOLOGIES
Serial Number:	78338982	FLEETCOR, THE FLEET CARD COMPANY

CORRESPONDENCE DATA

Fax Number: (225)381-9197
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 225-346-0285
 Email: dardena@phelps.com
 Correspondent Name: Allen D. Darden
 Address Line 1: P.O. Box 4412
 Address Line 4: Baton Rouge, LOUISIANA 70821

CH \$165.00 2914249

NAME OF SUBMITTER:	Allen D. Darden
Signature:	/Allen D. Darden/
Date:	08/10/2005
Total Attachments: 2 source=FleetCorAssign#page1.tif source=FleetCorAssign#page2.tif	

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 28 day of August, 2008, after due reading of the whole.

ASSIGNOR:

FleetCor Technologies, Inc.

ASSIGNEE:

FleetCor Technologies Operating Company, LLC

By: Eric Deeg
Name: Eric Deeg
Title: CEO

By: Eric Deeg
Name: Eric Deeg
Title: CEO

EXHIBIT A

REGISTERED TRADEMARKS

<u>Description</u>	<u>Reg. Number</u>	<u>Date Registered</u>
FUELMAN	2914249	Dec. 28, 2004
FUELMAN FLEET CARD	2920411	Jan. 25, 2005
FUELMAN NETWORK	2924716	Feb. 8, 2005
Design (Robot)	2941155	April 19, 2005

PENDING APPLICATIONS

<u>Description</u>	<u>Serial Number</u>	<u>Date Filed</u>
FLEETCOR TECHNOLOGIES	76/527312	June 30, 2003
FLEETCOR, THE FLEET CARD COMPANY	78/338982	Dec. 10, 2003

TRADEMARK

REEL: 003138 FRAME: 0451

RECORDED: 08/10/2005