

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
Mannatec, Inc.		10/01/2004	CORPORATION: GEORGIA
MANNATEC, INC.		10/01/2004	CORPORATION: GEORGIA
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2407627	MANNANET	
Registration Number:	2539221	M-TRAN	
Registration Number:	1968102	MANNATEC	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404.572.2771		
Email:	MMason@kslaw.com		
Correspondent Name:	Michael C. Mason		
Address Line 1:	1180 Peachtree Street, 34th Floor		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	10281.018001		
NAME OF SUBMITTER:	Michael C. Mason		

CH \$90.00 2407627

Signature:	/Michael C. Mason/
Date:	04/14/2006
Total Attachments: 9 source=FleetCor 1#page1.tif source=FleetCor 1#page2.tif source=FleetCor 1#page3.tif source=FleetCor 1#page4.tif source=FleetCor 1#page5.tif source=FleetCor 1#page6.tif source=FleetCor 1#page7.tif source=FleetCor 1#page8.tif source=FleetCor 1#page9.tif	

Execution Version

STOCK PURCHASE AGREEMENT

by and among

FLEETCOR TECHNOLOGIES, INC.

and

THE SHAREHOLDERS OF MANNATEC, INC.

Dated as of October 1, 2004

For purposes of this Agreement, "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations or published rulings promulgated or issued thereunder.

3.16 Labor Relations. Except as set forth on Schedule 3.16, (a) the Company has not engaged in any unfair labor practice within the meaning of the National Labor Relations Act or state law equivalent, and there exists no pending or, to the knowledge of Shareholders, threatened unfair labor practice charges or race, color, religion, sex, national origin, age or disability discrimination charges against the Company before any board, department, commission or agency; (b) there are no existing or, to the knowledge of Shareholders, threatened (i) labor strikes, (ii) grievances, (iii) representation questions respecting the Company's employees, or (iv) arbitration procedures arising out of or under any union contract covering employees of the Company; and (c) the Company is not a party to any collective bargaining agreement or other labor union contract applicable to Persons employed by the Company.

3.17 Insurance.

(a) Schedule 3.17(a) describes: (i) any self-insurance arrangement by or affecting the Company, including any reserves established thereunder; (ii) any contract or arrangement, other than a policy of insurance, for the transfer or sharing of any risk by the Company; and (iii) all obligations of the Company to third parties with respect to insurance (including such obligations under leases and service agreements) and identifies the policy under which such coverage is provided.

(b) Schedule 3.17(b) sets forth, by year, for the current policy year and each of the two (2) preceding policy years: (i) a summary of the loss experience under each policy; (ii) a statement describing each claim under an insurance policy, which sets forth: (A) the name of the claimant; (B) a description of the policy by insurer, type of insurance, and period of coverage; and (C) the amount and a brief description of the claim; and (iii) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.

3.18 Intellectual Property.

(a) Definition of Intellectual Property. The term "Intellectual Property" means:

(i) all business names, trade names, registered and unregistered trademarks (including common law marks), trade dress, service marks, and Internet domain names (including all U.S. federal, state and foreign registrations with respect to any of the foregoing, and applications for registration of any of the foregoing) (collectively, "Marks");

(ii) all patents (including all reissues, divisions, continuations, continuations in part, and extensions thereof), patent applications, and inventions and discoveries that may be patentable (collectively, "Patents");

(iii) all copyrights in both published and unpublished works (including all U.S. and foreign registrations and applications for registration of the foregoing) (collectively, "Copyrights");

(iv) all computer software (in both source code and object code), including (A) any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (B) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (C) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (D) the technology supporting any Internet site(s), (E) all Worldwide Web addresses, URLs, and sites ("Domain Names"), and (F) all documentation, including system documentation, user manuals and training materials, relating to any of the foregoing (collectively, "Software"); and

(v) all other know-how, Trade Secrets (as hereinafter defined), Confidential Information (as hereinafter defined), customer lists, technical documentation, technical information, data, technology, research records, plans, drawings, schematics, compilations, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible.

(b) Ownership and Use of Intellectual Property. The Company owns, or has the right to use pursuant to licenses, sublicenses, agreements, or permissions, all Intellectual Property necessary or desirable for the operation of the Business as presently conducted and as presently proposed to be conducted. The consummation of the transactions provided for under this Agreement will not result in the loss or impairment of any such Intellectual Property, and each item of Intellectual Property owned or used by the Company immediately prior to the Closing will be owned or available for use by the Company on identical terms and conditions immediately subsequent to the Closing. The Company has taken all necessary and desirable action to maintain and protect each item of Intellectual Property owned or used by it, including the making of all filings and recordations with respect to the Intellectual Property required in order to maintain and protect its interests in such Intellectual Property.

(c) Infringement of Third Party Intellectual Property Rights. The Company has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties. The Company has never received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that it must license or refrain from using any Intellectual Property rights of any third party). The Company or FleetCor will not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of the Business as presently conducted and as presently proposed to be conducted.

(d) Infringement of the Company Intellectual Property Rights. To the knowledge of Shareholders, no third party (including any present or former employee, consultant, or Shareholder) has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of the Company.

(e) Owned Intellectual Property. Schedule 3.18(e) identifies each Patent or registration that has been issued to the Company with respect to any of its Intellectual Property, and identifies each pending patent application or application for registration that the Company has made with respect to any of its Intellectual Property (including registrations of Marks and Copyrights and all applications for any such registrations). Schedule 3.18(e) also identifies all Software owned by the Company (whether or not the Copyright therein has been registered) and all Domain Names registered by the Company. With respect to each item of Intellectual Property required to be identified in Schedule 3.18(e):

(i) The Company possesses all right, title, and interest in and to the item, free and clear of any and all Liens.

(ii) The item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge.

(iii) No action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or threatened which challenges the legality, validity, enforceability, use, or ownership of the item.

(iv) The Company has never agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

(v) The Company is not under any obligation to grant any right, license or permission to use, or with respect to, any of the Intellectual Property, other than pursuant to non-exclusive license agreements with customers in the ordinary course of business (which non-exclusive license agreements are in a form identical in all material respects to one of the form agreements attached to Schedule 3.12).

(vi) No (A) government funding; (B) facilities of a university, college, other educational institution or research center; or (C) funding from any Person (other than funds received in consideration for the Company's capital stock) was used in the development of the item. No current or former employee, consultant or independent contractor of the Company, who was involved in, or who contributed to, the creation or development of the item, has performed services for the government, university, college or other educational institution or research center during a period of time during which such employee, consultant or independent contractor was also performing services for the Company.

(f) Software. All Software owned by the Company performs properly and in conformity with the specifications set forth in its documentation. Such Software

currently operates without malfunctions or design failures, and is free from any defects, errors or "bugs" (in each case, with the exception of such malfunctions, design failures, defects, errors or "bugs" which do not materially adversely affect the use of such Software). Such Software has adequate capability and capacity for the Business as currently conducted and as proposed to be conducted. With respect to the Software required to be identified on Schedule 3.18(e), except as specifically noted on Schedule 3.18(e):

(i) Such Software was either developed (A) by employees of the Company within the scope of their employment or (B) by independent contractors or consultants who have assigned all of their rights in and to the Software to the Company pursuant to written agreements.

(ii) The Company has not entered into any source code escrow or similar arrangement under which a third party would have the right to obtain the source code for any such Software.

(iii) The system documentation for such Software is complete and accurate. The source code and system documentation relating to such Software (A) has at all times been maintained in strict confidence, (B) has been disclosed only to employees who have a need to know in connection with the performance of their duties to the Company, and (C) except in the ordinary course of business to customers with respect to non-confidential and non-proprietary portions of such Software, has not been disclosed to any third party not under an obligation to maintain the confidential nature of such information.

3.19 Transactions with Affiliates. Except as set forth on Schedule 3.19, no Shareholder, officer, or director of the Company, or any Person with whom any such Shareholder, officer, or director has any direct or indirect relation by blood, marriage, or adoption, or any entity in which any such Person owns any beneficial interest (other than a publicly held corporation whose stock is traded on a national securities exchange or in the over-the-counter market and less than 2% of the stock of which is beneficially owned by all such Persons) or any Affiliate of any of the foregoing, or any current or former Affiliate of the Company has any interest in: (a) any contract, arrangement, or understanding with the Company or relating to the Business; (b) any loan, arrangement, understanding, agreement, or contract (hereinafter referred to as "Affiliate Debt") for or relating to Indebtedness of the Company; (c) any property (real, personal, or mixed), tangible or intangible, used or currently intended to be used in the Business; or (d) any claim against the Company. Any accounts due and payable from the Company to any Affiliate of the Company are recorded on the books and records of the business at the fair market value thereof. Since January 31, 2004, there has been no repayment, forgiveness or other release of Affiliate Debt, except as set forth on Schedule 3.19. As used herein, "Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this Agreement, (i) "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise, (ii) "controlling" and "controlled" have meanings correlative to the foregoing, and (iii) "Person"

SCHEDULE 3.18(e)

Owned Intellectual Property

<u>REGISTERED MARK</u>	<u>REGISTRATION NUMBER</u>
Mannatec	1968102
Mannanet	2407627
m-Tran	2539221

SOFTWARE OWNED BY COMPANY:

Currently used:

m-Tran®

ACU/Ruby

ACU/G-Site

ACU/Dresser Wayne (Not yet released)

Cardlock Interfaces: CLP, CLG

No longer in use:

Fuel Pro

TMS

Cardlock Interfaces:

PetroVend Tokheim

Gasboy Fuelcom

Tech21 NetCFN

Autogas NePacPride

DOMAIN NAMES REGISTERED:

Mannatec.com

Mannanet.com

State of Georgia
County of Gwinnett

ACT OF TRANSFER AND CONTRIBUTION TO CAPITAL

This Act of Transfer and Contribution to Capital (this "Agreement") is made and executed on the respective dates and at the respective places designated below, effective as of December 20, 2004, by and between:

FleetCor Technologies, Inc., a Delaware corporation with its principal place of business in Norcross, Georgia, and its permanent mailing address at 655 Engineering Drive, Suite 300, Norcross, Georgia 30092, represented herein by its Chief Financial Officer, Eric Dey (herein referred to as "Transferor")

and

FleetCor Technologies Operating Company, LLC, a Georgia limited liability company with its principal place of business in Norcross, Georgia, and its permanent mailing address at 655 Engineering Drive, Suite 300, Norcross, Georgia 30092, represented herein by its Authorized Agent, Eric Dey (herein referred to as "Transferee").

RECITALS

WHEREAS, Transferor wishes to contribute to Transferee, from time to time, and the Transferee wishes to acquire from Transferor, from time to time, certain assets related to Transferor's operations and business, in exchange for all the membership and ownership interests in the Transferee ("Membership Interests").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. **Contribution of Property.** Transferor shall and hereby does contribute, assign, transfer, convey and deliver to the Transferee, and the Transferee shall and hereby does accept from Transferor, all of Transferor's rights, title and interest in and to the property described on Exhibit "A" attached hereto (the "Property") on the terms and subject to the conditions set forth in this Agreement, provided that notwithstanding anything to the contrary contained in this Agreement, Transferor does not hereby contribute, assign, transfer, or convey and the term "Property" shall not, at any time, include the Transferor's right, title and interest in and to the following property whether now owned or hereafter arising or existing:

Exhibit "A"

(iv) 500 common shares (stock certificate 4) of Mannatec, Inc.

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