

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carey International, Inc.		10/23/2007	CORPORATION: DELAWARE
Carey Licensing, Inc.		10/23/2007	CORPORATION:
Manhattan International Limousine Network Ltd.		10/23/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	NEXBANK, SSB, as Second Lien Collateral Agent
Street Address:	13455 Noel Road, Suite 2220
Internal Address:	Jeff Scott
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Bank:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1107533	CAREY
Registration Number:	1375117	CAREY
Registration Number:	2802635	CAREY TRANSPORTATION
Registration Number:	1498068	THE WALL ST. RAT RACE
Registration Number:	2255237	MANHATTAN INTERNATIONAL
Registration Number:	1712272	MANHATTAN INTERNATIONAL
Registration Number:	1916862	AMERICAN LIMOUSINE
Registration Number:	2461355	CAREY UNIVERSITY
Serial Number:	77029940	CAREY
Serial Number:	77239855	CAREY ALLIANCE NETWORK

CORRESPONDENCE DATA

900090614

**TRADEMARK
 REEL: 003650 FRAME: 0872**

CH \$265.00 1107533

Fax Number: (202)783-0145
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027832700
Email: oleh.hereliuk@federalresearch.com
Correspondent Name: Federal Research Co.
Address Line 1: 1023 15th St., NW, Suite 401
Address Line 2: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	398430
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	10/30/2007

Total Attachments: 8
source=398430#page1.tif
source=398430#page2.tif
source=398430#page3.tif
source=398430#page4.tif
source=398430#page5.tif
source=398430#page6.tif
source=398430#page7.tif
source=398430#page8.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2007, is entered into by and among CAREY INTERNATIONAL, INC., a Delaware corporation ("Company"), CAREY HOLDINGS, INC., a Delaware corporation ("Holdings") and CERTAIN UNDERSIGNED SUBSIDIARIES OF COMPANY (collectively, "Grantors") in favor of NEXBANK, SSB, as Second Lien Collateral Agent ("Agent") and Lenders.

RECITALS:

A. Pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of October 23, 2007 (as it may be amended, supplemented or otherwise modified, the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among Company, Holdings, certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, HIGHLAND FINANCIAL CORP. as Arranger and NEXBANK, SSB as Administrative Agent and Collateral Agent, Lenders have agreed to make the Loans for the benefit of Grantor and the other Borrowers;

B. Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement and enter into the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the benefit of Lenders, that certain Second Lien Pledge and Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"); and

C. Pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS

1.1 General Definitions.

In this Trademark Security Agreement the following terms shall have the following meanings:

"Agent" as defined in preamble.

"Company" as defined in preamble.

"Credit Agreement" as defined in recitals.

"Grantors" as defined in preamble.

"Holdings" as defined in preamble.

"Pledge and Security Agreement" as defined in recitals.

"Proceeds" as defined in Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"Trademark Collateral" as defined in Section 2.

"Trademark Licenses" shall mean, with respect to any Grantor, all license agreements of such Grantor with any Person providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder), including, without limitation, each agreement referred to in Schedule 4.7(B) of the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), subject, in each case, to the terms of such license agreement.

"Trademarks" shall mean with respect to any Grantor, all of such Grantor's right, title and interest in and to all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, trade dress, trade styles, logos and other indicia of origin or source, all registrations and applications for any of the foregoing (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(A) of the Pledge and Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing belonging to such Grantor, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

1.2 Definitions.

All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of car service business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing including, without limitation: any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

{Remainder of page intentionally left blank}

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

US Trademark Registrations

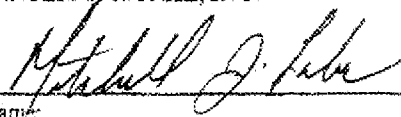
	TRADEMARK NAME	FILING DATE	REG. NO.	STATUS
1.	Carey	11/28/1978	1107533	Registered
2.	Carey (Stylized)	12/10/1985	1375117	Registered
3.	Carey Transportation	01/06/2004	2802635	Registered
4.	The Wall Street Rat Race (and Design)	07/26/1988	1498068	Registered
5.	Manhattan International	06/22/1999	2255237	Registered
6.	Manhattan International (and Design)	09/01/1992	1712272	Registered
7.	American Limousine (and Design)	09/25/1995	1916862	Registered
8.	Carey University	06/19/2001	2461355	Registered

US Trademark Applications

	TRADEMARK NAME	FILING DATE	APPLICATION NO.	STATUS
1.	Carey	10/26/2006	77/029940	Pending
2.	Carey Alliance Network	06/26/2007	77/239855	Pending

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAREY INTERNATIONAL, INC.

By: 

Name:

Title:

Mitchell J. Lahr

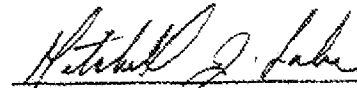
Executive Vice President and

Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

A.L. TRANSPORTATION, INC.
AMERICAN AIRPORT LIMOUSINE, INC.
ATG, INC.
BOSTON CARS, INC.
CAREY LICENSING, INC.
CAREY LIMOUSINE CHICAGO, INC.
CAREY LIMOUSINE CORPORATION
CAREY LIMOUSINE DALLAS, INC.
CAREY LIMOUSINE D.C., INC.
CAREY LIMOUSINE DETROIT, INC.
CAREY LIMOUSINE FLORIDA, INC.
CAREY LIMOUSINE INDIANA, INC.
CAREY LIMOUSINE L.A., INC.
CAREY LIMOUSINE NY, INC.
CAREY LIMOUSINE S.F., INC.
CAREY LIMOUSINE STAMFORD, INC.
CAREY LIMOUSINE WESTCHESTER, INC.
CAREY SERVICES, INC.
CLASSIC LIMOUSINE AIRPORT SERVICE,
INC.
EAST COAST TRANSPORTATION, INC.
LIMOS R US, INC.
MANHATTAN INTERNATIONAL
LIMOUSINE NETWORK LTD.
SQUIRE LIMOUSINE, INC.
SYD'S LIMOUSINE, INC.

By:

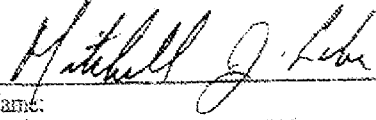


Name: Mitchell J. Lahr
Title: Vice President, Finance

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

CAREY HOLDINGS, INC.

By:


Name:

Title:

Mitchell J. Lahr
Executive Vice President and
Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT