

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame No. 2180/0365		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wachovia Bank, National Association	FORMERLY First Union National Bank	05/10/2005	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Carey Licensing, Inc.		
<b>Street Address:</b>	4530 Wisconsin Avenue NW		
<b>City:</b>	Washington		
<b>State/Country:</b>	DISTRICT OF COLUMBIA		
<b>Postal Code:</b>	20016		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1107533	CAREY	
Registration Number:	1375117	CAREY	
Registration Number:	2802635	CAREY TRANSPORTATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		

OP \$90.00 1107533

Date:

05/19/2005

**Total Attachments: 4**

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**EXECUTION**

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE** (this “**Release**”), granted on May 10, 2005, is delivered to the assignors listed on Exhibit A hereto (collectively the “**Pledgors**”) by **WACHOVIA BANK, NATIONAL ASSOCIATION** (formerly known as First Union National Bank), in its capacity as the Administrative Agent for the Secured Parties under the Security Agreement dated as of September 20, 2000 among the Pledgors, the other pledgors from time to time party thereto and the Administrative Agent (as amended, modified or supplemented from time to time, the “**Security Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Security Agreement.

**WITNESSETH**

**WHEREAS**, Pledgors granted to Administrative Agent for the benefit of the Secured Parties a security interest in the trademarks and trademark applications identified on Exhibit A hereto (collectively, the “**Trademarks**”), together with the right to all renewal thereof, and the goodwill of the business of Pledgors symbolized by the Trademarks, pursuant to the Security Agreement and those certain assignment and grant of security interest agreements executed on September 20, 2000 and February 26, 2004 (collectively the “**Assignments and Grants**”);

**WHEREAS**, the grant of the security interest was evidenced by, among other things, recordation of the Assignments and Grants in the United States Patent and Trademark Office on the dates and under the reel/frame numbers listed on Exhibit A hereto; and

**WHEREAS**, the Administrative Agent, on behalf of the Secured Parties, wishes to release the Secured Parties’ security interest in the Trademarks and to dissolve any and all liens and encumbrances the Secured Parties have on the Trademarks.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby releases, discharges, quit claims and relinquishes unto the Pledgors, any and all right, title and interest in, to and under the Trademarks that the Pledgors granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement and the Assignments and Grants.

This Release shall be limited precisely as written and relates and applies solely to the Trademarks and the associated interests specifically described above.

*[remainder of this page intentionally left blank]*

**IN WITNESS WHEREOF**, the undersigned, by and through its authorized officer, has caused this instrument to be executed under seal on the date first written above.

**WACHOVIA BANK, NATIONAL  
ASSOCIATION** (f/k/a First Union National  
Bank), as Administrative Agent

By:   
Name: Colleen McCullum  
Title: Managing Director

**EXHIBIT A**

Registration/Application No.	Mark	Filing Date	Registrant/Applicant	Last Listed Owner	Assignor	Recordation Date	Reel/Frame No.
1,107,533	CAREY	11/28/78	Carey Corporation	Carey International, Inc.	Carey Licensing, Inc.	10/10/00	2180/0365
1,375,117	CAREY (Stylized)	12/10/85	Carey Corporation	Carey International, Inc.	Carey Licensing, Inc.	10/10/00	2180/0365
2802635	CAREY TRANSPORTATION	07/20/99	Carey Licensing, Inc.	N/A	Carey Licensing, Inc.	10/10/00	2180/0365
1,908,940	THE WALL STREET RAT RACE	08/01/95	Carey International, Inc.	N/A	Carey International, Inc.	10/10/00	2180/0373
1,498,068	THE WALL STREET RAT RACE (and Design)	07/26/88	Carey International, Inc.	N/A	Carey International, Inc.	10/10/00	2180/0373
2461355	CAREY UNIVERSITY	02/25/00	Carey International, Inc.	N/A	Carey International, Inc.	10/10/00	2180/0373
2,255,237	MANHATTAN INTERNATIONAL	02/13/98	Manhattan International Limousine Network Ltd.	N/A	Manhattan International Limousine Network Ltd.	10/10/00	2180/0388
1,712,272	MANHATTAN INTERNATIONAL (and Design)	03/01/91	Manhattan International Limousine Network Ltd.	N/A	Manhattan International Limousine Network Ltd.	10/10/00	2180/0388
76/473,369	CAREY DRIVEN TO DO MORE FOR YOU	11/27/02	Carey Licensing, Inc.	N/A	Carey Licensing, Inc.	04/13/04	2950/0444
76/473,370	CAREY YOUR CAR IS HERE	11/27/02	Carey Licensing, Inc.	N/A	Carey Licensing, Inc.	04/13/04	2950/0444

2461355	CAREY UNIVERSITY	02/25/00	Carey International, Inc.	N/A	Carey Licensing, Inc.	04/13/04	2950/0444
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