

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NexBank, SSB, as Second Lien Collateral Agent		01/25/2011	State Savings Bank: TEXAS

RECEIVING PARTY DATA

Name:	Carey International, Inc.
Street Address:	4530 Wisconsin Avenue, NW
Internal Address:	Fifth Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20016
Entity Type:	CORPORATION: DELAWARE

Name:	Carey Licensing, Inc.
Street Address:	4530 Wisconsin Avenue, NW
Internal Address:	Fifth Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20016
Entity Type:	CORPORATION: DELAWARE

Name:	Manhattan International Limousine Network LLC
Street Address:	4530 Wisconsin Avenue, NW
Internal Address:	Fifth Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

900185177

TRADEMARK
REEL: 004487 FRAME: 0855

CH \$240.00 2255237

Property Type	Number	Word Mark
Registration Number:	2255237	MANHATTAN INTERNATIONAL
Registration Number:	1712272	MANHATTAN INTERNATIONAL
Registration Number:	1107533	CAREY
Registration Number:	3369944	CAREY
Registration Number:	1375117	CAREY
Registration Number:	2802635	CAREY TRANSPORTATION
Registration Number:	2461355	CAREY UNIVERSITY
Registration Number:	3507201	CAREY ALLIANCE NETWORK
Registration Number:	1916862	AMERICAN LIMOUSINE

CORRESPONDENCE DATA

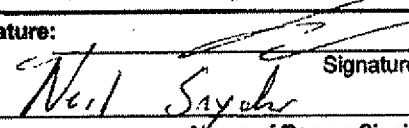
Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	686835
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/28/2011

Total Attachments: 7
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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): NexBank, SSB, as Second Lien Collateral Agent</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>State Savings Bank</u> </p> <p>Citizenship (see guidelines) <u>TX</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name: <u>SEE SCHEDULE 1</u></p> <p>Internal _____</p> <p>Address: <u>SEE SCHEDULE 1</u></p> <p>Street Address: <u>SEE SCHEDULE 1</u></p> <p>City: <u>SEE SCHEDULE 1</u></p> <p>State: <u>SEE SCHEDULE 1</u></p> <p>Country: <u>SEE SCHEDULE 1</u> Zip: <u>SEE SCHEDULE 1</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>January 25, 2011</u></p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release Partial</u> </p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>SEE SCHEDULE 2</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p> <p><u>SEE SCHEDULE 2</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Corporation Service Company</u></p> <p>Internal Address: <u>Suite 210</u></p> <p>Street Address: <u>1180 Avenue of the Americas</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u> Zip: <u>10036</u></p> <p>Phone Number: <u>212-299-5600</u></p> <p>Fax Number: <u>212-299-5656</u></p> <p>Email Address: <u>ORDER# 686835</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed </p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
<p>9. Signature:</p> <p style="text-align: right;"><u>4/24/11</u> Date</p> <p style="text-align: center;">  _____ Signature _____ Name of Person Signing </p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 7</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1

Receiving Parties

1. Carey International, Inc.

Address:

4530 Wisconsin Avenue, N.W.
Fifth Floor
Washington, D.C. 20016
United States of America

Carey International, Inc. is a corporation incorporated in Delaware.

2. Carey Licensing, Inc.

Address:

4530 Wisconsin Avenue, N.W.
Fifth Floor
Washington, D.C. 20016
United States of America

Carey Licensing, Inc. is a corporation incorporated in Delaware.

3. Manhattan International Limousine Network LLC

Address:

4530 Wisconsin Avenue, N.W.
Fifth Floor
Washington, D.C. 20016
United States of America

Manhattan International Limousine Network LLC is a limited liability company formed in Delaware.

SCHEDULE I

U.S. Trademark Registrations

	<u>Trademark Name</u>	<u>Registration Date</u>	<u>Reg. No.</u>	<u>Status</u>
1.	Manhattan International	06/22/1999	2,255,237	Registered
2.	Manhattan International and Design	09/01/1992	1,712,272	Registered
3.	Carey	11/28/1978	1,107,533	Registered
4.	Carey	01/15/2008	3,369,944	Registered
5.	Carey (Stylized)	12/10/1985	1,375,117	Registered
6.	Carey Transportation	01/06/2004	2,802,635	Registered
7.	Carey University	06/19/2001	2,461,355	Registered
8.	Carey Alliance Network and Design	09/30/2008	3,507,201	Registered
9.	American Limousine (and Design)	09/25/1995	1,916,862	Registered

**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This RELEASE, dated as of January 25, 2011, is made by NEXBANK, SSB, as Collateral Agent (the "Grantee"), in connection with the termination of the Second Lien Pledge and Security Agreement, dated as of October 23, 2007 (as amended from time to time, the "Security Agreement"), by and among Carey International, Inc. ("Carey"), the other grantors party thereto (together with Carey, the "Grantors") and the Grantee. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Security Agreement.

WITNESSETH

WHEREAS, under the terms of the Security Agreement, each Grantors granted to the Grantee a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under certain property and assets of such Grantor, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, (i) Carey and certain other Grantors executed that certain Second Lien Trademark Security Agreement, dated October 23, 2007 and recorded with the United States Patent and Trademark Office on October 31, 2007 at Reel/Frame No. 3650/0872 (the "Initial Trademark Security Agreement") and (ii) Manhattan International Limousine Network LLC executed that certain Second Lien Trademark Security Agreement, dated February 7, 2008 and recorded with the United States Patent and Trademark Office on February 11, 2008 at Reel/Frame No. 3716/0754 (together with the Initial Trademark Security Agreement, the "Trademark Security Agreements"), pursuant to which such Grantors granted to the Grantee a security interest in all of such Grantors' right title and interest in, to and under (a) all of the Trademarks and Trademark Licenses to which any such Grantor is a party, (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 such Trademark and Trademark License, and (d) all products and proceeds of the foregoing including, without limitation, any claim by any such Grantor against third parties for past, present or future (1) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (2) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License (collectively, the "Trademark Collateral"); and

WHEREAS, the Security Agreement and the Trademark Security Agreements have been terminated in accordance with the terms of that certain Restructuring Agreement, dated as of January 25, 2011, by and among the Grantors, the Grantee and certain other parties thereto;

NOW, THEREFORE, in consideration of the foregoing, the Grantee hereby agrees as follows:

Section 1. Release. The Grantee hereby releases, transfers and assigns, without recourse, unto the Grantors, all of its security interest in all right, title and interest in, to and under the Trademark Collateral, including the trademark and service mark registrations listed on Schedule I attached hereto and incorporated herein by reference.

Section 2. Recordation. The Grantee authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the release of the Grantee's security interest in the Trademark Collateral by the Grantors or any persons authorized or designated by the Grantors, and any such recordation or filing shall be deemed to have been authorized by the Grantee.

Section 3. Further Assurances. The Grantee agrees to provide the Grantors with any additional authorized necessary to effect the release of its security interest in the Trademark Collateral.


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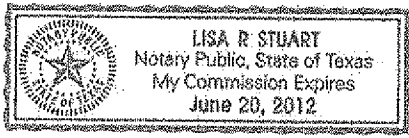
NEXBANK, SSB,
as Administrative Agent and Collateral Agent

By: 
Name: **Jeff Scott**
Title: **Vice President
NexBank, SSB**

STATE OF Texas)
)
COUNTY OF Dallas) ss.

On this 7th day of February, 2010 before me personally appeared Jeff Scott, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NexBank, SSB, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



[Second Lien Trademark Security Termination Signature Page]

SCHEDULE 2

Trademarks

	<u>Trademark Name</u>	<u>Registration Date</u>	<u>Reg. No.</u>	<u>Status</u>
1.	Manhattan International	06/22/1999	2,255,237	Registered
2.	Manhattan International and Design	09/01/1992	1,712,272	Registered
3.	Carey	11/28/1978	1,107,533	Registered
4.	Carey	01/15/2008	3,369,944	Registered
5.	Carey (Stylized)	12/10/1985	1,375,117	Registered
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