

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAREY HOLDINGS, INC.		11/23/2016	Corporation: DELAWARE
CAREY INTERNATIONAL, INC.		11/23/2016	Corporation: DELAWARE
CAREY LICENSING, INC.		11/23/2016	Corporation: DELAWARE
EMBARQUE HOLDINGS, INC.		11/23/2016	Corporation: DELAWARE
MANHATTAN INTERNATIONAL LIMOUSINE NETWORK LLC		11/23/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ACF FINCO I LP
Street Address:	560 White Plains Road, 4th Floor
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3504102	A WORLD OF DIFFERENCE
Registration Number:	1916862	AMERICAN LIMOUSINE
Registration Number:	1107533	CAREY
Registration Number:	1375117	CAREY
Registration Number:	3369944	CAREY
Registration Number:	3507201	CAREY ALLIANCE NETWORK
Serial Number:	86247302	CAREY CONNECT
Registration Number:	4405577	CAREY TRANSPORTATION
Serial Number:	86247319	CAREYCONNECT
Registration Number:	3530076	DRIVING SUCCESS
Registration Number:	3858335	EMBARQUE
Registration Number:	4086949	EMBARQUE
Serial Number:	86149512	EMBARQUE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86149493	EMBARQUE
Registration Number:	2255237	MANHATTAN INTERNATIONAL
Registration Number:	1712272	MANHATTAN INTERNATIONAL
Registration Number:	3720920	MY CHAUFFEUR CHICAGO'S AFFORDABLE ELEGAN

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3493
Email: kosborne@kslaw.com
Correspondent Name: Karen Osborne, Senior Paralegal
Address Line 1: 1180 Peachtree Street, N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	21075.015006
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	11/28/2016

Total Attachments: 32
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TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This **TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT** (this "**Agreement**"), dated as of November 23, 2016 is made between **CAREY HOLDINGS, INC.** a corporation organized under the laws of the State of Delaware ("**Parent**"), its Subsidiaries party hereto (together with Parent, collectively, the "**Assignors**" and each, individually, an "**Assignor**") and **ACF FINCO I LP**, a Delaware limited partnership with a place of business at 560 White Plains Road, 4th Floor, Tarrytown, New York 10591 ("**Lender**").

RECITALS:

Assignors have executed and delivered to Lender a Loan and Security Agreement dated on the date hereof (the "**Obligation Agreement**"), and other agreements, documents and instruments contemplated by the transactions contained in the Obligation Agreement. The Obligation Agreement, together with all agreements, documents and instruments executed and/or delivered to Lender by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the "**Loan Documents**". Pursuant to the terms of the Obligation Agreement, Assignors are liable for the payment and performance of the "Obligations" (as such term is defined in the Obligation Agreement) as further described therein. Pursuant to the terms of this Agreement, Assignors are granting to Lender a security interest in and to the "Trademark Collateral" (as defined below) in order to secure repayment of Obligations pursuant to the Obligation Agreement.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the introductory paragraph, above, in the Recitals, above, in the body of this Agreement, or in the Exhibits or other Schedules hereto, capitalized terms have the meanings given to such terms in the Loan Documents. Each term defined in the singular shall be interpreted in a collective manner when used in the plural, and each term defined in the plural shall be interpreted in an individual manner when used in the singular.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, Assignors do hereby assign to Lender, and mortgage, pledge and hypothecate to Lender, and grant to Lender for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignors (the "**Trademark Collateral**"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in **Exhibit A** attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in **paragraph (a)**, immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, **paragraphs (a) and (b)**, above;

(d) all trademark licenses, including each trademark license referred to in Exhibit B attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignors to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in Exhibit B attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights, powers, remedies and privileges granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests and rights, powers, remedies and privileges granted to Lender for its benefit under the other Loan Documents. The Loan Documents (and all rights, powers, remedies and privileges of Lender thereunder) shall remain in full force and effect in accordance with their terms notwithstanding Assignors' execution, delivery or performance of this Agreement. Assignors acknowledge and agree that Trademark Collateral securing any purchase money security interest in favor of Lender also secures all non-purchase money security interests in favor of Lender.

SECTION 3. Representations and Warranties; Covenants. Assignors represent, warrant and covenant to Lender, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Validity and Enforceability. The execution, delivery and performance of this Agreement, and the creation of all security interests, pledges, liens, charges, mortgages or other encumbrances in favor of Lender pursuant to this Agreement are within Assignors' organizational power, and have been duly authorized by all necessary or proper actions of or pertaining to Assignors (including the consent of directors, officers, managers, partners, shareholders and/or members, as applicable);

(b) Title to Trademark Collateral. Assignors have good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for liens and security interests in favor of Lender, and security interests of third parties permitted pursuant to Section 8.6 of the Obligation Agreement;

(c) No Violation or Restrictions. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the performance of or compliance with the provisions of this Agreement, will (i) conflict with or result in a breach of any of the terms, covenants, conditions or provisions of Assignors' Charter Documents, any indenture, judgment or order to which Assignors are a party or by which Assignors or the Trademark Collateral is bound, or will constitute a default under any of the foregoing, or (ii) result in the creation or imposition of any lien, security interest, charge, mortgage or other encumbrances of any nature whatsoever in, to or on the Trademark Collateral other than in favor of Lender, (iii) violate any order, writ, judgment, injunction, or decree of any court of competent jurisdiction binding on Assignors or its property, or any provision of applicable law, or (iv) require the consent or approval of any Governmental Unit that has not been obtained, and each such consent or approval obtained by Assignors, if any, have been furnished to Lender prior to the date of this Agreement;

(d) Compliance with Law. Assignors are not in violation of any law, ordinance, governmental rule, regulation, order or judgment to which Assignors may be subject which is likely to materially affect the financial condition of Assignors or Assignors' rights, title and interest in and to the Trademark Collateral;

(e) Perfection and Protection of Trademark Collateral. Assignors acknowledge and agree that this Agreement has been executed and delivered by Assignors for the purpose of registering the security interests of Lender in the Trademark Collateral with the United States Patent and

Trademark Office and corresponding offices in other countries of the world. Until the final and indefeasible payment to Lender in cash and performance of the Obligations in full, Assignors will continually take such steps as are necessary and prudent to protect the interests of Lender in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Defend the Trademark Collateral against the claims and demands of all other parties and keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for liens permitted pursuant to Section 8.6 of the Obligation Agreement, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein;

(ii) Neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral that is material to the business or any interest therein, in bulk or otherwise, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in **Exhibit B** attached hereto, and the security interests in the Trademark Collateral granted to Lender pursuant to the terms hereof;

(iii) Execute and deliver to Lender such security agreements, assignments, and other documents and instruments as Lender may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Lender hereby, and pay all costs of title searches and filing financing statements, assignments and other documents in all public offices requested by Lender;

(iv) Cooperate with Lender in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Lender in Lender's sole and absolute discretion. Assignors authorize Lender to execute alone any financing statements or other documents or instruments that Lender may require to perfect, protect or establish any lien or security interest granted to Lender by Assignors hereunder and further authorize Lender to sign Assignors' name on the same and/or to file or record the same without Assignors' signature thereon. Assignors hereby appoint Lender as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Lender's security interests in the Trademark Collateral. The powers granted to Lender herein, being coupled with an interest, are irrevocable, and Assignors approve and ratify all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Lender shall not be liable for any act or omission, error in judgment or mistake of law except for Lender's gross negligence or willful misconduct;

(v) Pay all taxes, assessments and other charges of every nature which may be imposed, levied or assessed against the Trademark Collateral;

(vi) Maintain books and records relating to the Trademark Collateral satisfactory to Lender and allow Lender or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Lender may reasonably require; and

(vii) notify Lender promptly in writing of any change in Assignors' address, specified in Section 9(e) hereto.

SECTION 4. Events Of Default. Any of the following events or occurrences shall constitute an "**Event of Default**" under this Agreement:

(a) Assignors fail to perform or observe any agreement, covenant or obligation of Assignors contained in this Agreement; or

(b) Any representation by or on behalf of Assignors contained in this Agreement shall have been breached or otherwise shall have been inaccurate when made; or

(c) Assignors purport to terminate this Agreement; or

(d) The occurrence of any "Default" or "Event of Default" under any other Loan Document (as defined in the respective Loan Document).

SECTION 5. Rights and Remedies of Lender. At all times prior to the final and indefeasible payment to Lender in cash and performance of the Obligations in full, Lender shall have, in addition to all other rights, powers, remedies and privileges granted to Lender under this Agreement (i) all rights, powers, remedies and privileges granted to a secured party in the UCC, and (ii) all rights, powers, remedies and privileges with respect to Trademark Collateral granted to Lender under the other Loan Documents, and (iii) all rights, powers, remedies and privileges granted to Lender with respect to the Trademark Collateral available under applicable law. Without limiting any rights or remedies Lender may have pursuant to this Agreement, under applicable law, and in addition to all rights and remedies granted to Lender in the UCC, upon the occurrence and during the continuation of an Event of Default:

(a) Sale, Lease, etc. of Trademark Collateral. Lender may, without demand, advertising or notice, all of which Assignors hereby waive (except as the same may be required by the UCC or other applicable law), at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC) (i) sell, lease, license or otherwise dispose of any and all Trademark Collateral, and/or (ii) deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral. Lender may sell, lease, license or otherwise dispose of any Trademark Collateral in its then-present condition or following any preparation or processing deemed necessary by Lender in its reasonable discretion. Lender may be the purchaser at any such public or private sale or other disposition of Trademark Collateral, and in such case Lender may make payment of all or any portion of the purchase price therefor by the application of all or any portion of the Obligations due to Lender to the purchase price payable in connection with such sale or disposition. All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Assignors at its address set forth herein or such other address as Assignors may have provided to Lender, in a Record, at least ten (10) days before the time of such sale or disposition. Lender may, if it deems it reasonable, postpone or adjourn any sale or other disposition of any Trademark Collateral from time to time by an announcement at the time and place of the sale or disposition to be so postponed or adjourned without being required to give a new notice of sale or disposition; **provided, however**, that Lender shall provide Assignors with written notice of the time and place of such postponed or adjourned sale or disposition. Assignors hereby acknowledge and agree that Lender's compliance with any requirements of applicable law in connection with a sale, lease, license or other disposition of Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any sale, lease, license or other disposition of such Trademark Collateral. Upon request of Lender, following the occurrence of any Event of Default, Assignors will assemble and make the Trademark Collateral available to Lender, at a reasonable place and time designated by Lender. Assignors' failure to take possession of any Trademark Collateral at any time and place reasonably specified by Lender in a Record to Assignors shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Lender in an Authenticated Record delivered to Assignors by Lender.

(b) Warranties; Sales on Credit. Lender may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties and may specifically disclaim any and all warranties, including but not limited to warranties of title, possession, merchantability and fitness. Assignors hereby acknowledge and agree that Lender's disclaimer of any and all warranties in connection with a sale, lease, license or other disposition of Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any such disposition of the

Trademark Collateral. If Lender sells, leases, licenses or otherwise disposes of any of the Trademark Collateral on credit, Assignors will be credited only with payments actually made by the recipient of such Trademark Collateral and received by Lender and applied to the Obligations. If any Person fails to pay for Trademark Collateral acquired pursuant to this **Section 5** on credit, Lender may re-offer the Trademark Collateral for sale, lease, license or other disposition.

(c) Application of Disposition Proceeds. Assignors shall be obligated for, and the Proceeds of any sale, lease, license or other disposition of Trademark Collateral pursuant to this **Section 5** shall be applied (i) first to the costs of retaking, refurbishing, storing, guarding, insuring, holding, preparing for disposition, processing, and disposing of Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Lender in connection with the foregoing, and then (ii) to the payment of the Obligations in whatever order Lender may elect. Lender shall pay any Proceeds of the sale, lease, license or other disposition of Trademark Collateral remaining after application as provided in clauses (i) and (ii), above, in accordance with the applicable provisions of the UCC. Lender shall not be responsible to Assignors for loss or damage resulting from Lender's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Assignors to Lender.

(d) Duties of Assignors. Assignors agree that (i) Assignors will make no change in any Trademark Collateral outside of the ordinary course of business, and (ii) shall receive as the sole property of Lender and hold in trust for Lender all monies, checks, notes, drafts, and other property representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Assignors to any third party.

(e) Lender's Obligations. Assignors agree that Lender shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Assignors or any other Person. Lender shall not be responsible to Assignors for loss or damage resulting from Lender's failure to enforce its security interests or collect any Trademark Collateral or Proceeds or any monies due or to become due under the Obligations or any other liability or obligation of Assignors to Lender. Lender may, but shall be under no obligation to: (i) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Lender; (ii) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (iii) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

(f) Limited License. After the occurrence and during the continuation of an Event of Default, Lender is hereby granted a license or other right to use, without charge, Assignors' labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease or license of and selling, leasing or licensing of any Trademark Collateral and Assignors' rights under all licenses and any franchise, sales or distribution agreements shall inure to Lender's benefit for such purposes.

(g) Waiver of Rights by Assignors. Except as may be otherwise specifically provided in this Agreement, Assignors waive, to the extent permitted by law, all bonds, security or sureties required by any Governmental Rule or otherwise as an incident to Lender's taking possession of, or sale, lease, license or other disposition of, any Trademark Collateral. Assignors authorize Lender, upon the occurrence and continuation of an Event of Default to enter upon any premises owned by or leased to Assignors where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self help, without judicial process and without having first given notice to Assignors or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

SECTION 6. Expense of Collection and Sale, Lease or License. Assignors agree to pay all costs and expenses incurred by Lender in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest to the extent required pursuant to the Obligation Agreement. The provisions of this **Section 6** shall survive termination of the Obligations and the termination of this Agreement.

SECTION 7. Compliance with Other Laws. Lender may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Assignors hereby acknowledge and agree that Lender's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

SECTION 8. Release of Security Interests. Upon final and indefeasible payment in cash to Lender and performance of all Obligations in full, Lender shall, at Assignors' expense, execute and deliver to Assignors all instruments and other documents as may be necessary or proper to release Lender's liens on and security interests in and to the Trademark Collateral that have been granted to Lender hereunder.

SECTION 9. General Provisions.

(a) Continuing Effect. Assignors agree that Assignors' obligations, duties and liabilities under this Agreement, and Lender's rights, powers, remedies and privileges under this Agreement, shall not be affected, modified or impaired in any manner or to any extent by, and Lender may, at any time and from time to time and without notice of any kind to Assignors, or consent or other action by Assignors, by Lender:

(i) altering, amending, restating, extending, replacing or otherwise modifying any or all of the other Loan Documents;

(ii) altering, compromising, renewing, extending, accelerating or otherwise changing the time for payment or other terms of the Obligations or any part thereof, including but not limited to increases and decreases of the principal amount of, and rate of interest payable on, the Obligations, and granting one or more extensions of the Obligations that may be for longer than the original loan term;

(iii) granting or refraining from granting any waiver, consent, release, indulgence, extension, renewal, modification, or taking, delaying in taking or refraining from or failing to take, any action in respect of the Obligations available to Lender under any of the Loan Documents or under applicable law;

(iv) exercising or failing to exercise of any right, power, remedy or privilege under the Loan Documents or arising at law;

(v) taking and holding Security Interests on Collateral and other properties and assets for the payment of the Obligations, and exchanging, enforcing, waiving, surrendering and/or releasing any Security Interests or any Collateral subject thereto, with or without the substitution of new collateral on any terms or manner in Lender's sole discretion;

(vi) releasing, substituting, agreeing not to sue, or dealing with any one or more of Assignors' sureties, endorsers, or guarantors on any terms or manner in Lender's sole discretion;

(vii) determining how, when and what application of payments and credits shall be made with respect to the Obligations;

(viii) applying any Collateral, or any Proceeds thereof, to the repayment of the Obligations and directing the order or manner of sale, lease, license or other disposition thereof, as Lender in its sole discretion may determine; or

(ix) assigning this Agreement in whole or in part, or any interest therein, in connection with an assignment in whole or in part of the Obligations and/or the Loan Documents; *provided, however*, that notwithstanding anything to the contrary contained in this Agreement, after any such assignment the assignee thereof shall have the rights and obligations of Lender only with respect to the portion of the Obligations and/or Loan Documents so assigned.

(b) Rights and Remedies Cumulative. Lender's rights, powers, remedies and privileges under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other rights, powers, remedies or privileges that may be available to Lender under any other Loan Document, by operation of law or otherwise, and may be exercised by Lender at such time or times and in such order as Lender in Lender's sole discretion may determine, and are for the sole benefit of Lender. No course of dealing and no delay or failure of Lender in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall (a) affect any other or future exercise thereof, or (b) operate as a waiver thereof, (c) preclude Lender from exercising, or operate as a waiver of, any other right, power, remedy or privilege of Lender under this Agreement or any other Loan Document, or (d) result in liability to Lender or Lender's Affiliates or their respective members, managers, shareholders, directors, officers, partners, employees, consultants or agents. No single or partial exercise by Lender of any right, power, remedy or privilege under this Agreement or any other Loan Document, or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege, shall preclude any further exercise thereof or of any such other right, power, remedy or privilege.

(c) Reinstatement. Lender's rights, powers, remedies and privileges under this Agreement, and the agreements, covenants, liabilities and obligations of Assignors set forth in this Agreement (including, but not limited to, all security interests, liens, charges and other encumbrances, granted to Lender under this Agreement), shall continue to be effective, or be reinstated, as the case may be, if at any time any payment in respect of the Obligations is rescinded or must otherwise be restored or returned by Lender by reason of any bankruptcy, reorganization, arrangement, composition or similar proceeding or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Assignors or any other Person, or any Property of Assignors or any other Person, or otherwise, all as though such payment had not been made. Furthermore, to the extent that Assignors or any other Person makes a payment or payments to Lender, or Lender enforces any right, power, remedy, privilege, security interest, lien, charge or other encumbrance, or exercises any right of setoff, granted to Lender under this Agreement or any other Loan Document, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the Obligations or part thereof originally intended to be satisfied, and all rights, powers, remedies, privileges, security interests, liens, charges and other encumbrances, granted to Lender under this Agreement, under any other Loan Document, and under applicable law, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

(d) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and assigns and shall be binding upon the parties, their successors and assigns. Lender shall have the right, without the necessity of any consent, authorization or other action by Assignors, to sell, hypothecate, assign, securitize or grant participations in all or a portion of Lender's interest in the Loans, this Agreement and the other Loan Documents to other financial institutions or other Persons of Lender's choice and on such terms as are acceptable to Lender in Lender's sole discretion. Assignors shall not assign, exchange or otherwise

hypothecate this Agreement, or any rights, liabilities or obligations under this Agreement, in whole or in part, without the prior written consent of Lender, which consent may be granted or withheld in Lender's sole discretion, and any attempted assignment, exchange or hypothecation without Lender's written consent shall be void and be of no effect.

(e) Notice. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when either received or receipt rejected by the party to whom addressed, and shall be addressed as provided below, or to such other address as the party affected may hereafter designate:

If to Lender:

ACF FinCo I LP
Attn: John P Reilly, Chairman
560 White Plains Road, 4th Floor
Suite 400
Tarrytown, NY 10591
Tel: (914) 418-1200 (ext. 208)
Fax: (914) 921-1154

ACF FinCo I LP
Attn: Oleh Szczupak, Vice President
560 White Plains Road, 4th Floor
Suite 400
Tarrytown, NY 10591
Tel: (914) 418-1200 (ext. 216)
Fax: (914) 921-1154

With a copy to:

King & Spalding LLP
Attn: Chris Molen
1180 Peachtree Street
Atlanta, GA 30309
Tel: (404) 572-2880
Fax: (404) 572-5100

If to Assignors:

Diane M. Ennist
SVP, General Counsel & Corporate Secretary
Carey International, Inc.
4530 Wisconsin Ave NW
Washington, DC 20016
Email: Diane.Ennist@carey.com

With a copy to:

Davis & Gilbert LLP
1740 Broadway
New York, NY 10019
Attention: Joseph A. DiMiceli
Email: jdimiceli@dglaw.com

(a) Strict Performance. The failure by Lender at any time to require Assignors' strict compliance with or performance of any provision of this Agreement shall not waive, affect, impair or diminish any right of Lender thereafter to demand Assignors' strict compliance with and performance of such provision. Any suspension or waiver by Lender of any Default or Event

of Default shall not suspend, waive or affect any other Default or Event of Default, whether the same is prior or subsequent to such suspension or waiver and whether of the same or a different type.

(b) Waiver. Assignors waive presentment, protest, notice of dishonor and notice of protest with respect to any Document or Instrument on or for which it may be liable to Lender as maker, endorser, guarantor or otherwise (including but not limited to this Agreement).

(c) Construction of Agreement. The parties hereto agree that the terms, provisions and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided without regard to events of authorship or negotiation.

(d) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Obligation Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Obligation Agreement and the other Loan Documents.

(e) Waiver of Right to Jury Trial. Assignors and Lender recognize that in matters related to the Loans, this Agreement and/or the other Loan Documents, and as each may be subsequently modified and/or amended, either party may be entitled to a trial in which matters of fact are determined by a jury (as opposed to a trial in which such matters are determined by a judge, magistrate, referee or other elected or appointed decider of facts). By executing this Agreement, Lender and Assignors will give up their respective right to a trial by jury. Assignors and Lender each hereby expressly acknowledges that this waiver is entered into to avoid delays, minimize trial expenses, and streamline the legal proceedings in order to accomplish a quick resolution of claims arising under or in connection with this Agreement, the other Loan Documents, the Loan(s), the Note(s) and the transactions contemplated by this Agreement.

(i) WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ASSIGNORS AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT ASSIGNORS OR LENDER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, ANY LOAN, ANY NOTE, ANY LOAN DOCUMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, BEFORE OR AFTER MATURITY.

(ii) CERTIFICATIONS. ASSIGNORS HEREBY CERTIFY THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF LENDER NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT LENDER WOULD NOT, IN THE EVENT OF ANY LITIGATION, ACTION SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER. ASSIGNORS ACKNOWLEDGE THAT LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION HEREIN.

(f) Entire Agreement; Amendments; Lender's Consent. This Agreement (including the Schedules and Exhibits) constitutes the entire agreement between Lender and Assignors with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions between Lender and Assignors, whether express or implied, oral, written, inscribed on a tangible medium or stored in an electronic or other medium, with respect to the subject matter hereof. No amendment or waiver of any provision of this Agreement, nor consent by Lender to any departure by Assignors therefrom, shall in any event be effective unless the same shall be in writing and Authenticated by Lender in such writing, and then such amendment, waiver or consent shall be effective only to the extent specifically set forth

in such writing. No discussions, negotiations or statements, whether oral, or in electronic or other format, by Lender or between Assignors and Lender with respect to the subject matter of this Agreement or any of the other Loan Document shall be valid and binding against Lender, nor shall the same create a binding obligation on Lender to lend money or to take any other action with respect to the Loans or Assignors, unless the same is reduced to writing and Authenticated by Lender in such writing.

(g) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(h) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(i) Governing Law; Consent To Jurisdiction.

(i) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAW OF THE STATE OF NEW YORK. TO THE FULLEST EXTENT PERMITTED BY LAW, LENDER AND ASSIGNORS HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT OR ANY NOTE ISSUED BY ASSIGNORS TO LENDER IN CONNECTION HEREWITH.

(ii) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR ASSIGNORS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN THE SOLE OPTION OF LENDER IN ANY FEDERAL OR STATE COURT LOCATED IN WESTCHESTER COUNTY, NEW YORK PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW; HOWEVER, LENDER MAY, AT ITS OPTION, COMMENCE ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION TO OBTAIN POSSESSION OF OR FORECLOSE UPON ANY COLLATERAL, TO OBTAIN EQUITABLE RELIEF OR TO ENFORCE ANY JUDGMENT OR ORDER OBTAINED BY LENDER AGAINST ASSIGNORS OR WITH RESPECT TO ANY COLLATERAL, TO ENFORCE ANY RIGHT, POWER, REMEDY OR PRIVILEGE UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR UNDER APPLICABLE LAW OR TO OBTAIN ANY OTHER RELIEF DEEMED APPROPRIATE BY LENDER, AND LENDER AND ASSIGNORS EACH WAIVE ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND LENDER AND ASSIGNORS EACH HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. ASSIGNORS REPRESENT AND ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS CONSENT TO JURISDICTION PROVISION WITH ITS LEGAL COUNSEL, AND HAS MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION OR DURESS.

(j) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(k) Exhibits and Schedules. All Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

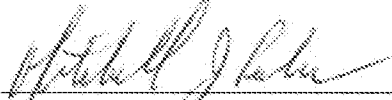
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

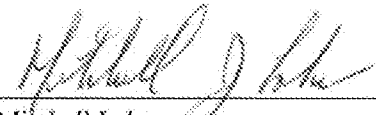
IN WITNESS WHEREOF, Assignors and Lender have caused this Agreement to be duly executed and delivered by its respective duly authorized officer as of the day and year first above written.

ASSIGNORS:

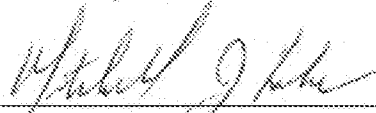
CAREY HOLDINGS, INC.

By: 
Name: Mitchell Lahr
Title: Executive Vice President, Chief Financial Officer

ATG, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

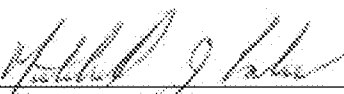
BOSTON CARS, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance


CAREY ADMINISTRATIVE SERVICES, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

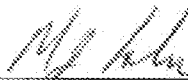
CAREY DISPATCH SERVICES, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

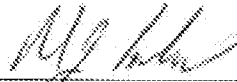
CAREY INTERNATIONAL, INC.

By: 
Name: Mitchell Lahr
Title: Executive Vice President, Chief Financial Officer

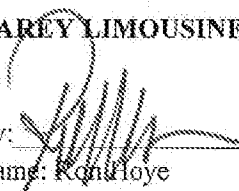
CAREY LICENSING, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

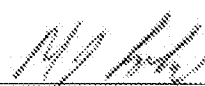
CAREY LIMOUSINE BOSTON, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance


CAREY LIMOUSINE CHICAGO, INC.

By: 
Name: Ronald Loye
Title: President

CAREY LIMOUSINE CORPORATION

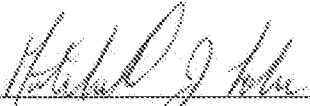
By: 
Name: Mitchell Lahr
Title: Vice President, Finance

CAREY LIMOUSINE D.C., INC.

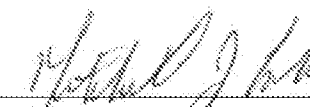
By: 
Name: Mitchell Lahr
Title: Vice President, Finance

[Signature Page to Trademark Assignment and Security Agreement]


CAREY LIMOUSINE DALLAS, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance


CAREY LIMOUSINE DETROIT, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

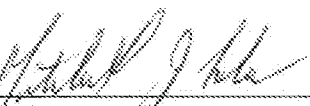
CAREY ENGLAND LIMITED

By: 
Name: Gary L. Kessler
Title: Director

CAREY EUROPE LIMITED

By: 
Name: Gary L. Kessler
Title: Director

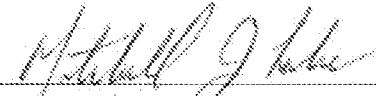
CAREY LIMOUSINE HOUSTON, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

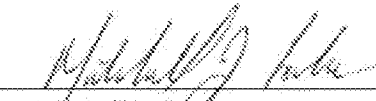
CAREY LIMOUSINE FLORIDA, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

CAREY LIMOUSINE INDIANA, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

CAREY LIMOUSINE L.A., INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

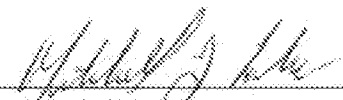
CAREY LIMOUSINE NY, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

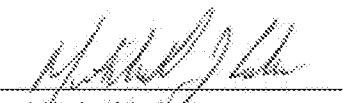
CAREY LIMOUSINE S.F., INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

CAREY LIMOUSINE SACRAMENTO, INC.

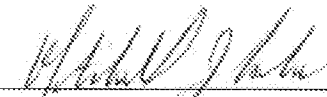
By: 
Name: Mitchell Lahr
Title: Vice President, Finance

CAREY LIMOUSINE STAMFORD, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

[Signature Page to Trademark Assignment and Security Agreement]


CAREY LIMOUSINE WESTCHESTER, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

CAREY SERVICES, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

CAREY UK LIMITED

By: 
Name: Gary L. Kessler
Title: Director

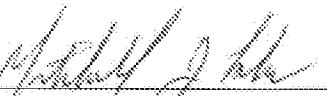
CLASSIC LIMOUSINE AIRPORT SERVICE, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

EAST COAST TRANSPORTATION, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance


EMBARQUE BOSTON, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

EMBARQUE CHARLOTTE, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance


EMBARQUE CHICAGO, INC.

By: 
Name: Ron Roye
Title: President

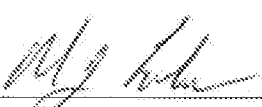
EMBARQUE D.C., INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

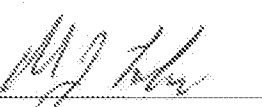
EMBARQUE DALLAS, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

EMBARQUE DETROIT, INC.

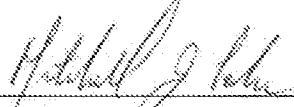
By: 
Name: Mitchell Lahr
Title: Vice President, Finance

EMBARQUE HOLDINGS, INC.

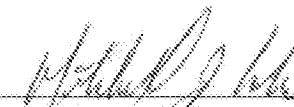
By: 
Name: Mitchell Lahr
Title: Vice President, Finance

[Signature Page to Trademark Assignment and Security Agreement]


EMBARQUE HOUSTON, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

EMBARQUE INDIANAPOLIS, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

EMBARQUE LONDON LIMITED

By: 
Name: Gay L. Kessler
Title: Director

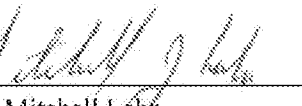
EMBARQUE LOS ANGELES, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

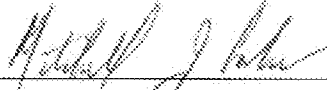
EMBARQUE MIAMI, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

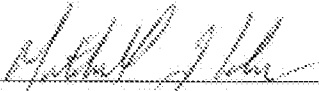
EMBARQUE NEW JERSEY, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

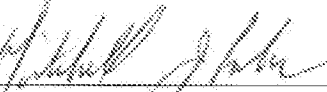
EMBARQUE N.Y., INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

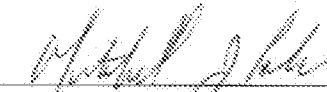
EMBARQUE PHILADELPHIA, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

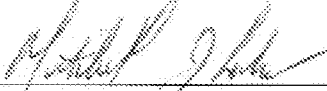
EMBARQUE RALEIGH, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

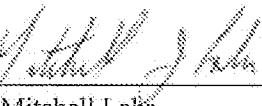
EMBARQUE SACRAMENTO, INC.

By: 
Name Mitchell Lahr
Title: Vice President, Finance

EMBARQUE SAN FRANCISCO, INC.

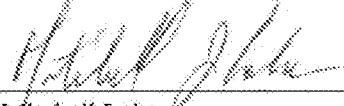
By: 
Name: Mitchell Lahr
Title: Vice President, Finance

EMBARQUE STAMFORD, INC.

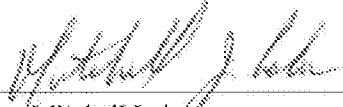
By: 
Name: Mitchell Lahr
Title: Vice President, Finance

[Signature Page to Trademark Assignment and Security Agreement]

**MANHATTAN INTERNATIONAL LIMOUSINE
NETWORK LLC**

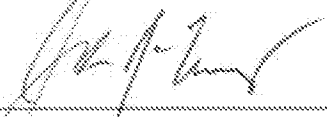
By: 
Name: Mitchell Lahr
Title: Vice President, Finance

SQUIRE LIMOUSINE, INC.

By: 
Name: Mitchell Lahr
Title: Vice President, Finance

LENDER:

ACF FINCO I LP

By: 

Name: John J. Donohy

Title: MANAGING DIRECTOR

EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
CAREY	Argentina	Carey International, Inc.	2691439	07/25/2006	2.270.339	01/30/2009	Registered
EMBARQUE BY CAREY	Argentina	Embarque Holdings, Inc.	3.083.760	05/03/2011	2563107	04/05/2013	Registered
CAREY	Australia	Carey International, Inc.	1635233	07/17/2014	1635233	07/17/2014	Registered
CAREY	Australia	Carey International, Inc.	591958	12/08/1992	591958	12/08/1992	Registered
DRIVING SUCCESS	Australia	Carey International, Inc.	1205160	10/16/2007	1205160	10/16/2007	Registered
CAREY	Austria	Carey International, Inc.		01/17/1985	107950	01/17/1985	Registered
CAREY ALLIANCE NETWORK and design	Bahrain	Carey International, Inc.	74492	12/22/2008	74492	12/22/2008	Registered
CAREY	Benelux	Carey International, Inc.	778760	04/10/1992	516156	04/10/1992	Registered
CAREY	Brazil	Carey International, Inc.	828327149	04/24/2006	828327149	05/20/2008	Registered
embarque and design	Brazil	Embarque Holdings, Inc.	830412670	10/02/2009	830412670	10/02/2012	Registered
embarque and design	Brazil	Embarque Holdings, Inc.	830412689	10/02/2009	830412689	07/31/2012	Registered
CAREY	Bulgaria	Carey International, Inc.	75779	01/05/2005	57426	01/05/2005	Registered
CAREY	Canada	Carey Licensing, Inc.	0705050	05/14/1992	TMA423694	02/25/1994	Registered
CAREY ALLIANCE NETWORK (and design)	Canada	Carey International, Inc.	1358874	08/07/2007	TMA758093	01/27/2010	Registered
EMBARQUE	Canada	Embarque Holdings,	1462204	12/09/2009			Filed

Mark	Country	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
		Inc.					
EMBARQUE Logo in black and white	Canada	Embarque Holdings, Inc.	1666352	03/04/2014			Filed
embarque Logo in color	Canada	Embarque Holdings, Inc.	1666354	03/04/2014			Filed
CAREY ALLIANCE NETWORK (and design)	Cayman Islands	Carey International, Inc.	CT6158208	11/28/2008	CT6158208	12/29/2008	Registered
embarque and design	Chile	Embarque Holdings, Inc.	885745	11/19/2009			Filed
EMBARQUE BY CAREY	Chile	Embarque Holdings, Inc.	952750	05/11/2011	1111461	07/14/2014	Registered
CAREY	China P.R.	Carey International, Inc.	5939368	03/12/2007	5939368	04/07/2011	Registered
CAREY	China P.R.	Carey International, Inc.	5939369	03/12/2007	5939369	5/28/2010	Registered
CAREY	China P.R.	Carey International, Inc.	5939370	03/12/2007	5939370	02/28/2010	Registered
CAREY	China P.R.	Carey International, Inc.	970009266	01/28/1997	1149849	02/07/1998	Registered
CAREY ALLIANCE NETWORK (and design)	China P.R.	Carey International, Inc.	7056785	11/14/2008	7056785	01/07/2011	Registered
embarque and design	China P.R.	Embarque Holdings, Inc.	7849069	11/20/2009	7849069	02/21/2011	Registered
A WORLD OF DIFFERENCE	Community Trademark	Carey International, Inc.	6370886	10/16/2007	6370886	10/16/2007	Registered
CAREY	Community Trademark	Carey International, Inc.	4211058	12/21/2004	4211058	01/24/2006	Registered
CAREY	Community Trademark	Carey International, Inc.	5457809	11/10/2006	5457809	11/07/2007	Registered
CAREY ALLIANCE NETWORK	Community Trademark	Carey International, Inc.	6158208	08/01/2007	6158208	07/24/2008	Registered
DRIVING SUCCESS	Community Trademark	Carey International, Inc.	6370852	10/16/2007	6370852	09/11/2008	Registered
E & Design	Community Trademark	Embarque Holdings, Inc.	12785275	04/11/2014			Filed
embarque and design	Community Trademark	Embarque Holdings, Inc.	008444986	07/23/2009	008444986	07/23/2009	Registered

Mark	Country	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
		Inc.					
EMBARQUE Logo in black and white	Community Trademark	Embarque Holdings, Inc.	12785176	04/11/2014	12785176	09/09/2014	Registered
embarque Logo in color	Community Trademark	Embarque Holdings, Inc.	12785077	04/11/2014	12785077	09/12/2014	Registered
CAREY ALLIANCE NETWORK (and design)	Dominican Republic	Carey International, Inc.	2008-38855	11/13/2008	172267	01/30/2009	Registered
CAREY	France	Carey International, Inc.	23193619	11/13/2002	23193619	11/13/2002	Registered
CAREY	Germany	Carey International, Inc.	c4349639wz	05/18/1992	2032667	05/18/1992	Registered
CAREY	Great Britain	Carey International, Inc.	2446523	02/13/2007	2446523	10/12/2007	Registered
CAREY DRIVING SUCCESS (device)	Great Britain	Carey International, Inc.	2483734	04/01/2008	2483734	01/02/2009	Registered
EMBARQUE	Great Britain	Embarque Holdings, Inc.	2528705	10/12/2009	2528705	10/12/2009	Registered
CAREY	Greece	Carey International, Inc.	150390	02/11/2005	150390	06/19/2006	Registered
CAREY	Greece	Carey International, Inc.	79186	02/14/1985	79186	02/14/1985	Registered
CAREY	Hong Kong	Carey International, Inc.	300816868	02/15/2007	300816868	02/15/2007	Registered
CAREY in Chinese Characters	Hong Kong	Carey International, Inc.	301264419	12/29/2008	301264419	12/29/2008	Registered
embarque and design	Hong Kong	Embarque Holdings, Inc.	301435860	06/15/2009	301435860	09/23/2009	Registered
My Chauffeur Chicago's Affordable Elegance and design	Illinois	Carey International, Inc.			099678	11/12/2008	Registered
CAREY	India	Carey International, Inc.	1353618	04/27/2005	1353618	04/27/2005	Registered
CAREY ALLIANCE NETWORK (and design)	India	Carey International, Inc.	1770495	01/02/2009			Filed
CAREY	Indonesia	Carey International, Inc.	464109	09/03/1999	IDM000237661	09/03/1999	Registered

Mark	Country	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
embarque and design	Indonesia	Embarque Holdings, Inc.	J00 2009 032102	12/29/2009	IDM000310714	06/17/2011	Registered
CAREY	Ireland	Carey International, Inc.	218019	05/24/2000	218019	05/24/2000	Registered
CAREY	Israel	Carey International, Inc.	198304	03/08/2007	198304	11/05/2008	Registered
CAREY	Israel	Carey International, Inc.	198305	03/08/2007	198305	11/05/2008	Registered
CAREY	Israel	Carey International, Inc.	198306	03/08/2007	198306	11/05/2008	Registered
CAREY ALLIANCE NETWORK (and design)	Israel	Carey International, Inc.	216463	11/11/2008	216463	08/08/2010	Registered
CAREY	Italy	Carey International, Inc.	MI2014C011911	01/10/1985	1128554	07/22/2008	Registered
CAREY	Japan	Carey International, Inc.	h08-135758	12/03/1996	4169545	07/24/1998	Registered
CAREY ALLIANCE NETWORK (and design)	Japan	Carey International, Inc.	2008-097763	12/04/2008	5286303	12/11/2009	Registered
embarque and design	Japan	Embarque Holdings, Inc.	2010-10270	02/12/2010	5336262	07/09/2010	Registered
CAREY	Malaysia	Carey International, Inc.	05005623	04/14/2005	05005623	04/14/2005	Registered
CAREY	Malaysia	Carey International, Inc.	85003002	07/11/2006	85003002	07/11/2006	Registered
embarque and design	Mexico	Embarque Holdings, Inc.	1035632 1035632	09/23/2009			Filed
embarque and design	Mexico	Embarque Holdings, Inc.	1036459	09/25/2009	1184988	10/20/2010	Registered
CAREY	Moldova	Carey International, Inc.	016840	04/29/2005	13956	08/04/2006	Registered
CAREY	Monaco	Carey International, Inc.	26031	03/21/2005	05.24585	03/21/2005	Registered
CAREY	New Zealand	Carey International, Inc.	763549	02/15/2007	763549	02/15/2007	Registered
CAREY	Norway	Carey International, Inc.	19844491	12/18/1984	122644	10/10/1985	Registered

Mark	Country	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
CAREY ALLIANCE NETWORK (and design)	Norway	Carey International, Inc.	200814267	11/11/2008	249623	02/02/2009	Registered
CAREY ALLIANCE NETWORK (and design)	Panama	Carey International, Inc.	183392	08/11/2009	183392 01	08/11/2009	Registered
CAREY	Paraguay	Carey International, Inc.	20528	07/21/2006	370.961	10/26/2012	Registered
CAREY	Philippines	Carey International, Inc.	4-2009-000168	01/07/2009	4-2009-000168	04/13/2009	Registered
CAREY ALLIANCE NETWORK (and design)	Philippines	Carey International, Inc.	4-2009-000909	01/28/2009	4-2009-000909	12/24/2009	Registered
CAREY	Portugal	Carey International, Inc.	347305 MNA	06/07/2000	347305 MNA	06/04/2001	Registered
CAREY	Romania	Carey International, Inc.	M2005 05168	04/27/2005	70461	04/28/2005	Registered
CAREY	Russian Federation	Carey International, Inc.	2007704007	02/12/2007	346120	03/20/2008	Registered
CAREY	Singapore	Carey International, Inc.	T07/04094J	02/27/2007	T0704094J	02/27/2007	Registered
CAREY	Singapore	Carey International, Inc.	T07/04095I	02/27/2007	T0704095I	02/27/2007	Registered
CAREY	Singapore	Carey International, Inc.	T07/04096G	02/27/2007	T0704096G	02/27/2007	Registered
CAREY	Singapore	Carey International, Inc.	T9906576G	06/25/1999	T99/06576G	06/25/1999	Registered
CAREY ALLIANCE NETWORK (and design)	Singapore	Carey International, Inc.	T0815622E	11/11/2008	T0815622E	11/11/2008	Registered
CAREY ALLIANCE NETWORK (and design)	South Africa	Carey International, Inc.	2008/26592	11/12/2008	2008/26592	11/05/2010	Registered
CAREY ALLIANCE NETWORK (and design)	South Korea	Carey International, Inc.	2008-30059	11/24/2008	4101941260000	02/16/2010	Registered
CAREY INTERNATIONAL INC.	South Korea	Carey International, Inc.	1999-9766	07/09/1999	41-0062104-0000	06/21/2000	Registered
CAREY	Spain	Carey International, Inc.	1077701M6	08/03/1984	1077701M6	03/04/1985	Registered

Mark	Country	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
CAREY	Sweden	Carey International, Inc.	198402950	04/11/1984	195348	03/22/1985	Registered
CAREY	Switzerland	Carey International, Inc.	39/1985	01/04/1985	P-336375	02/07/1985	Registered
CAREY	Switzerland	Carey Licensing, Inc.	1309/2003	02/28/2003	510146	02/28/2003	Registered
CAREY	Switzerland	Carey Licensing, Inc.	50255/2011	01/07/2011	612974	01/07/2011	Registered
CAREY	Taiwan	Carey International, Inc.	097058875	12/26/2008	1393068	01/01/2010	Registered
embarque and design	Taiwan	Embarque Holdings, Inc.	098041934	09/23/2009	01434050	10/01/2010	Registered
CAREY	Thailand	Carey International, Inc.	398839	09/23/1999	SM10244	09/23/1999	Registered
CAREY ALLIANCE NETWORK DEVICE	Turkey	Carey International, Inc.	2009/01251	12/01/2009	2009/01251	12/01/2009	Registered
CAREY ALLIANCE NETWORK (and design)	United Arab Emirates	Carey International, Inc.	129163	05/13/2009			Filed
A WORLD OF DIFFERENCE	United States	Carey International, Inc.	77/311858	10/24/2007	3504102	09/23/2008	Registered
AMERICAN LIMOUSINE and Design	United States	Carey Licensing, Inc.	74/569924	09/06/1994	1916862	09/05/1995	Registered
CAREY	United States	Carey International, Inc.	73/146807	10/31/1977	1107533	11/28/1978	Registered
CAREY	United States	Carey International, Inc.	73/516893	01/10/1985	1375117	12/10/1985	Registered
CAREY	United States	Carey International, Inc.	77/029940	10/26/2006	3369944	01/15/2008	Registered
CAREY ALLIANCE NETWORK (and design)	United States	Carey International, Inc.	77/239855	07/26/2007	3507201	09/30/2008	Registered
Carey Connect	United States	Carey International, Inc.	86/247302	04/09/2014			Filed
CAREY TRANSPORTATION	United States	Carey Licensing, Inc.	85/662960	06/27/2012	4405577	09/24/2013	Registered
Careyconnect	United States	Carey International, Inc.	86/247319	04/09/2014			Filed

Mark	Country	Owner	Application Number	Application Date	Registration Number	Registration Date	Status
DRIVING SUCCESS	United States	Carey International, Inc.	77/311815	10/24/2007	3530076	11/11/2008	Registered
EMBARQUE	United States	Embarque Holdings, Inc.	77/979778	03/10/2009	3858335	10/05/2010	Registered
embarque and design	United States	Embarque Holdings, Inc.	85/316717	05/10/2011	4086949	01/17/2012	Registered
EMBARQUE Logo in black and white	United States	Embarque Holdings, Inc.	86/149512	12/20/2013			Filed
embarque Logo in color	United States	Embarque Holdings, Inc.	86/149493	12/20/2013			Filed
MANHATTAN INTERNATIONAL	United States	Manhattan International Limousine Network LLC	75/434173	02/13/1998	2255237	06/22/1999	Registered
MANHATTAN INTERNATIONAL and Design	United States	Manhattan International Limousine Network LLC	74/143610	03/01/1991	1712272	09/01/1992	Registered
My Chauffeur Chicago's Affordable Elegance and design	United States	Carey International, Inc.	77/605248	10/31/2008	3720920	12/08/2009	Registered

EXHIBIT B
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

**LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK
COLLATERAL**

License/Franchise Agreements:

Carey Licensing, Inc. or Carey International, Inc., or their predecessors have entered into the following licensing or franchise agreements wherein it grants the licensee/franchisee a limited right to use certain "Carey" trademarks for purposes of operating a Company franchise within a predetermined territory as defined in each agreement:

- (i) Carey Franchise Agreement dated October 1, 2008, as modified or amended by Addendum with Southwest Carriage, Inc. for the territory covering greater metropolitan Albuquerque and Santa Fe, New Mexico;
- (ii) Carey Standard Master License Agreement dated October 1, 1979, as modified or amended by Schedules A and B thereto, with Herbert M. Dangerfield, for the territory covering greater metropolitan Atlanta, Fulton, Dekalb, Clayton, Cobb and Gwinnett counties, in Georgia;
- (iii) Carey Standard Master License Agreement dated June 4, 1996, as modified or amended by Schedule A thereto, with Transco Livery Services, Inc. for the territory covering Austin, Texas;
- (iv) Carey Standard Master License Agreement, dated February 1, 1982, as modified or amended by Schedule A and B thereto, with Elite Limousine Service, Ltd. for the territory covering greater metropolitan Calgary, Ontario, Canada;
- (v) Carey Franchise Agreement dated May 1, 2006 with American Livery Services, Inc. for the territory covering greater Cleveland and Akron, Ohio;
- (vi) Carey Franchise Agreement dated December 10, 2008 with Columbus Limousine Service, Inc. for the territory covering a 50-mile radius of Columbus, Ohio;
- (vii) Carey Standard Master License Agreement dated September 16, 1987, as modified or amended by Schedules A, B and C thereto, with Jody M. Cowen, for the territory covering greater Denver and Colorado Springs, Colorado;
- (viii) Carey Standard Master License Agreement dated January 1, 1987, as modified or amended by Schedules A, B and C thereto, with Cloud

Limousines, Inc. for the territory covering Kansas City, Missouri and Kansas (subsequently assumed by Kansas City Limousine, LLC);

- (ix) Carey Franchise Agreement dated December 23, 2015 with Chauffeured Services, LLC for the territory covering the entire island of Maui;
- (x) Carey Standard Master License Agreement dated June 22, 1984, as modified or amended by Schedule A thereto, with Peter M. Browne, Inc. for the territory covering entire state of Wisconsin (subsequently assumed by C.L.W., Inc.);
- (xi) Carey Standard Master License Agreement dated August 7, 1984, as modified or amended by Schedules A, B, C and D thereto, with Funeral Car Service Co. d/b/a Cadillac Limousine Service for the territory covering entire state of Minnesota;
- (xii) Carey Franchise Agreement dated August 9, 2006, as modified or amended by Addendum, with Signature Livery, Inc. for the territory covering greater New Orleans and Baton Rouge Louisiana;
- (xiii) Carey Franchise Agreement dated December 23, 2015 with Oahu Chauffeured Services, LLC for the territory covering the entire island of Oahu;
- (xiv) Carey Standard Master License Agreement dated July 1, 1981, as modified or amended by Schedule A thereto, with Phoenix Limousine & Leasing, Inc. for the territory covering a radius of 50 miles from the center of Phoenix, Arizona;
- (xv) Carey Standard Master License Agreement dated April 1, 1981, as modified or amended by Schedules A and B thereto, with Allegheny Limousine Inc. for the territory covering greater metropolitan Pittsburgh, including the area 50 air miles from the Center of Pittsburgh Pennsylvania;
- (xvi) Carey Franchise Agreement dated September 1, 2015 with Royal Star Limousine, Inc. for the territory covering the entire island of Puerto Rico;
- (xvii) Carey Standard License Agreement dated March 15, 1973, as modified or amended by Schedule A thereto, with Ramon J. White for the territory covering San Diego County, California;
- (xviii) Carey Standard Master License Agreement dated December 1, 1985, as modified or amended by Schedules A, B and C thereto, with Airebrook Luxury Limousine Company for the territory covering the greater metropolitan Seattle, Washington area (subsequently assumed by Signature/Airebrook Limousine Service, Inc.);
- (xix) Carey Standard Master License Agreement dated August 25, 1983, as modified or amended by Schedules A, B and C thereto, with David Kurre d/b/a Cloud Limousines for the territory covering the greater metropolitan St.

- Louis, Missouri area (subsequently assumed by Show Me Limousine Service, Inc.);
- (xx) Carey Standard Master License Agreement dated May 1, 1987, as modified or amended by Schedules A, B, C and D thereto, with Limousines by Yorkshire, Inc. for the territory covering the West Coast of Florida as delineated therein, assumed by LimoSouth, Inc. on the same date;
 - (xxi) Carey Standard Master License Agreement dated August 18, 1988, as modified or amended by Schedules A and B thereto, with Diplomat Limousine for the territory covering the greater metropolitan Toronto area, extended west to London and east to Kingston, Ontario, Canada;
 - (xxii) Carey Licensing, Inc. International Agreement dated June 1, 2014 with Platinum SPRL for the territory of Belgium and Luxembourg;
 - (xxiii) Carey Licensing, Inc. International Agreement dated June 1, 2013 with Societe Anonyme Diffusion Automobile Monegasque for the territory of Monaco, France;
 - (xxiv) Carey Licensing, Inc. International Agreement dated June 1, 2013 with Societe Anonyme Diffusion Automobile Monegasque for the territory of Paris, France;
 - (xxv) Carey Licensing, Inc. International Agreement dated June 1, 2013 with Societe Anonyme Diffusion Automobile Monegasque for the territory of French Riviera. France;
 - (xxvi) Carey Licensing, Inc. International Agreement dated January 1, 2011 with Budget Chauffeur Drive B.V. for the territory of the Netherlands;
 - (xxvii) Carey Licensing, Inc. International Agreement dated July 1, 2014 with Michael Devine Chauffeur Services Ltd. for the territory of Ireland and Republic of Ireland;
 - (xxviii) Carey Licensing, Inc. International Agreement dated July 1, 2014 with Michael Devine Chauffeur Services Ltd. for the territory of Ireland and Northern Ireland;
 - (xxix) Carey Licensing, Inc. International Agreement dated April 1, 2013 with Blai Limousine SL for territory of Barcelona, Spain;
 - (xxx) Carey Licensing, Inc. International Agreement dated January 1, 2014 with Miiles Int SRL for the territory of Romania and Moldavia;
 - (xxxi) Carey Licensing, Inc. International Agreement dated November 30, 2006 with UCS SRL for the territory of Italy;

- (xxxii) Carey Licensing, Inc. International Agreement dated June 1, 2014 with HG Swiss Transportation AG for the territory of Geneva, Switzerland;
- (xxxiii) Carey Licensing, Inc. International Agreement dated June 1, 2014 with HG Swiss Transportation AG for the territory of Zurich, Switzerland;
- (xxxiv) Carey Licensing, Inc. International Agreement dated August 1, 2013 with Premium Pass International Co. Ltd. for the territory of Republic of Korea;
- (xxxv) Carey Licensing, Inc. International Agreement dated January 1, 2011 with Interline Limousine Network GmbH for the territory of Berlin, Frankfurt, Munich, Dresden, Dusseldorf, Bonn, Stuttgart, Leipzig, Heidelberg and Hanover, Germany; and
- (xxxvi) Carey Licensing Inc. International Agreement dated February 25, 2013 with Conceito Locacao de Veiculos de Executivos for the territory of Brazil.
- (xxxvii) Standard Master License Agreement, dated as of March 4, 1988, between Carey International, Inc. and Limousines Unlimited.