

09-20-1999

9/14/99



101148390

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
8/30/99

Name LogistiCare, Inc.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name LogistiCare Solutions, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1895 Phoenix Boulevard

Address (line 2) Suite 306

Address (line 3) College Park  
City

Georgia  
State/Country

30349  
Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other a Delaware Limited Liability Company

Citizenship/State of Incorporation/Organization \_\_\_\_\_

09/17/1999 DMSUYEN 00000011 75624880

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK

REEL: 001959 FRAME: 0795

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/624880"/>	<input type="text" value="75/362403"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Patricia A. Conner

Name of Person Signing

*Patricia A. Conner*

Signature

September 13, 1999

Date Signed

## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into as of August 30, 1999 between LogistiCare Solutions, LLC, a Delaware limited liability company (the "Company"), and LogistiCare, Inc., a Delaware corporation ("Contributor").

### RECITALS

A. Contributor owns and operates a non-emergency medical transportation brokerage business, as well as other related operations (the "Business").

B. Contributor desires to contribute to the Company all of its right, title and interest in the assets and liabilities used in connection with the Business in exchange for one hundred percent (100%) of the membership interests of the Company.

In consideration of the above recitals and the covenants contained herein, the parties hereto agree as follows:

### ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement and the Exhibits and Schedules delivered pursuant to this Agreement, the following definitions shall apply:

"Accounts Receivable" means all of accounts receivable relating to the Business as of the Closing Date.

"Closing" means the consummation of the transaction contemplated by this Agreement.

"Closing Date" means the date of the Closing, which shall take place on the date of this Agreement.

"Encumbrance" means any mortgage, pledge, security interest, lien or other charge or encumbrance, including the lien or retained security title of a conditional vendor, upon or with respect to any property or assets of the Contributor.

"Governmental Entity" means any government or any agency, bureau, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"Indemnifiable Claim" means any Loss for or against which any party is entitled to indemnification under this Agreement.

"Law" means any constitutional provision, statute or other law, rule, regulation, or interpretation of any thereof and any Order.

“Loss” means any action, cost, damage, disbursement, expense, liability, loss, deficiency, obligation, penalty or settlement of any kind or nature, whether foreseeable or unforeseeable, and whether or not arising out of third-party claims, including but not limited to, interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of Claims and amounts paid in settlement, that may be imposed on or otherwise incurred or suffered by the specified person.

“Person” means an association, a corporation, an individual, a partnership, a trust or any other entity or organization, including a Governmental Entity.

“Tax” means any foreign, federal, state, county or local income, sales and use, excise, franchise, real and personal property, transfer, gross receipt, capital stock, production, business and occupation, disability, employment, payroll, severance or withholding tax or charge imposed by any Governmental Entity, any interest and penalties (civil or criminal) related thereto or to the nonpayment thereof, and any Loss in connection with the determination, settlement or litigation of any Tax liability.

“Trade Inventory” means all of the inventory related to the business, and in each case wherever the same may be located.

## **ARTICLE II.**

### **CONTRIBUTION OF ASSETS AND ASSUMPTION OF LIABILITIES**

As provided for by and subject to the terms and conditions of this Agreement, the Assignment and Assumption of Contract Rights attached hereto as Exhibit A, the Bill of Sale attached hereto as Exhibit B, the Intellectual Property Assignment attached as Exhibit C and the Assignments of Lease attached hereto as Exhibit D:

2.1 Contribution of Assets. The Contributor hereby contributes, conveys, assigns, transfers and delivers to the Company, all of its respective right, title and interest in the assets, properties, rights, claims and contracts of every kind and nature, real and personal, tangible and intangible, absolute or contingent, wherever located, owned by the Contributors which are used in the Business (the “Assets”). All the Assets, except those set forth on Schedule 2.1, shall be transferred on the Closing Date. The Assets set forth on Schedule 2.1 shall be transferred as soon as possible after the Closing Date.

2.2 Assumed Liabilities. The Company hereby assumes all the liabilities of the Contributor (the “Assumed Liabilities”). All the Assumed Liabilities shall be assumed as of the Closing Date, except for those set forth on Schedule 2.2. The Assumed Liabilities set forth on Schedule 2.2 shall be assumed as soon as possible after the Closing Date.

2.3 Consideration. In consideration of the contribution by Contributor, the Company shall deliver to Contributor one hundred percent (100%) of the membership interests of the Company (the “Interests”), which Interests shall upon such contribution be duly issued, fully paid and nonassessable. Following such contribution, Contributor shall own all of the outstanding Interests of the Company.

2.4 Delivery of the Interests. Within fifteen (15) days of the Closing Date, the Company shall deliver to Contributor a certificate representing the Interests.

**ARTICLE III.**  
**REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR**

Except as otherwise indicated on Contributor's Disclosure Schedule, the Contributor represents and warrants as follows:

3.1 Authority. Contributor has all necessary power and authority to execute, deliver and perform this Agreement. Contributor has all necessary power and authority to own the Assets and to carry on the business as now conducted.

3.2 Material Contracts. All contracts, agreements, arrangements, commitments, instruments, leases, licenses or understandings, whether or not in writing, to which Contributor is a party or to which Contributor is subject or otherwise bound and which relate to the Business are listed on Schedule 3.2. True, correct and complete copies of the agreements appearing on Schedule 3.2, including all amendments and supplements thereto, have been made available to the Company. Contributor has duly performed all of its obligations under such contracts to the extent that such obligations to perform have accrued, and no breach or default, alleged breach or default, or event which would (with the passage of time, notice or both) constitute a breach or default thereunder by Contributor has occurred or will occur as a result of this Agreement or its performance. Except as set forth on Schedule 3.2, consummation of the transactions contemplated by this Agreement will not (and will not give any person a right to) terminate or modify any rights of, or accelerate or augment any obligation of, Contributor under any contract or other agreement listed on Schedule 3.2.

3.3 Assets. Contributor has good and marketable title to each of the Assets, free and clear of any Encumbrances. Contributor has all rights, power and authority to sell, convey, assign, transfer and deliver the Assets to Company in accordance with the terms of this Agreement. The Assets include all of the assets that are necessary for, or are used or useful in, the operation of the business.

3.4 Legal Proceedings. There is no order, decree, injunction, judgment, action, compliant investigation or any other proceeding issued by, or pending before, any governmental entity or arbitrator, or, to the knowledge of Contributor, threatened, against or affecting Contributor, the business or any of the Assets. There is no matter as to which Contributor has received any notice, claim or assertion, or, to the knowledge of Contributor, which otherwise has been threatened against or affects any employee, agent or representative of Contributor or any other Person, in connection with which any such Person has or may reasonably be expected to have any right to be indemnified by the Contributor.

3.5 Permits. Contributor holds all permits that are required by any Governmental Entity to permit it to conduct its business as now conducted and operate the Assets as they are now operated, and all such permits are valid and in full force and effect and will remain in full force and effect in favor of Company upon consummation of the transactions contemplated by

this Agreement. All such permits which relate primarily to the Business are Assets. To the knowledge of Contributor, no suspension, cancellation or termination of any of such permits has been threatened.

3.6 Compliance with Law. Contributor has complied in all material respects with all applicable Laws relating to the business, and no notices have been received by, and to the knowledge of the Contributor, no claims have been filed against Contributor alleging a violation of any such Laws.

3.7 Accounts Receivable. All Accounts Receivable of Contributor included in the Assets represent sales actually made in the ordinary course of business.

**ARTICLE IV.**  
**REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants as follows:

4.1 Organization and Related Matters. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware. The Company has all necessary power and authority to carry on its business as now being conducted. The Company has the necessary power and authority to execute, deliver and perform this Agreement, and any related agreements to which it is a party.

4.2 Authorization; No Conflicts. The execution, delivery and performance of this Agreement, and all agreements attached hereto as Exhibits, by the Company have been duly and validly authorized by all necessary corporate action on the part of the Company. This Agreement constitutes the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors rights generally.

**ARTICLE V.**  
**INDEMNIFICATION**

5.1 Obligations of Contributors. Contributor agrees to indemnify and hold harmless the Company and its directors, officers, employees, affiliates, agents and assigns from and against any and all Losses incurred or suffered by the Company, directly or indirectly, as a result of, or based upon or arising from (a) any inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants or agreements made by Contributor in or pursuant to this Agreement; (b) any liability relating to the Business operations not specifically assumed pursuant to Section 2.2; or (c) any Tax payable by or on behalf of Contributor for any taxable period ending on or prior to the Closing Date and any deficiencies in any Tax payable by or on behalf of Contributor arising from any audit by any taxing agency or authority with respect to any period ending on or prior to the Closing Date.

5.2 Obligations of Company. The Company agrees to indemnify and hold harmless Contributor, its agents and assigns, from and against all Losses of Contributor, directly or indirectly, as a result of, or based upon or arising from (a) any inaccuracy in or breach or nonperformance of any of the representations, warranties, covenants or agreements made by Company in or pursuant to this Agreement, (b) the Assumed Liabilities and (c) ownership of the Assets and operation of the painting and powdercoating operations after the Closing.

**ARTICLE VI.**  
**GENERAL**

6.1 Survival of Representations and Warranties; Indemnity. Any claim for indemnification under this Agreement for a breach of representation or warranty must be asserted on or prior to December 31, 2000. The obligations of each party hereto, including those for indemnity under Article V, shall survive the sale or other transfer by it of any assets or businesses or the assignment by it of any liabilities with respect to any indemnifiable loss of the other related to such assets, businesses or liabilities.

6.2 Amendments, Waivers. This Agreement and any schedule or exhibit attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to terms of this Agreement shall be effective unless in writing and signed by the party to be bound.

6.3 Schedules; Exhibits; Integration. Each schedule and exhibit delivered pursuant to the terms of this Agreement shall be in writing and shall constitute a part of the Agreement, although schedules need not be attached to each copy of this Agreement. This Agreement, together with such schedules and exhibits, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

6.4 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State and without regard to conflicts of law doctrines, except to the extent that certain matters are preempted by federal law or are governed by the law of the jurisdiction of incorporation of the respective parties.

6.5 Assignment. Neither this Agreement nor any rights or obligations under it may be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that this agreement may be assigned to Bankboston, N.A. in connection with the senior credit facility pursuant to that Loan Agreement by dual partners Bankboston, N.A. and Company dated August \_\_, 1999. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.6 Headings. The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

6.7 Notices. Any notice or other communication hereunder must be given in writing and either (a) delivered in person, (b) transmitted by facsimile transmission or (c) sent by prepaid overnight courier, addressed as follows:

If to Contributor, addressed to:

LogistiCare, Inc.  
1895 Phoenix Blvd., Suite 306  
College Park, GA 30349  
Attention: John L. Shermeyen

If to the Company, addressed to:

LogistiCare Solutions, LLC  
1895 Phoenix Blvd., Suite 306  
College Park, GA 30349  
Attention: John L. Shermeyen

or to such other address or to such other person as either party shall have last designated by such notice to the other party. Each such notice or other communication shall be effective (i) if given by facsimile, when transmitted to the applicable number so specified in (or pursuant to) this Section 6.7 and an appropriate answerback is received, or (ii) if given by any other means, when actually delivered at such address.

6.8 Remedies: Waiver. To the extent permitted by Law, all rights and remedies existing under this Agreement and any related agreements or documents are cumulative to, and not exclusive of, any rights or remedies otherwise available under applicable Law. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

6.9 Attorney's Fees. In the event of any investigation, suit or other proceeding for the breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in such investigation, suit or other proceeding.

6.10 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adverse to any party.

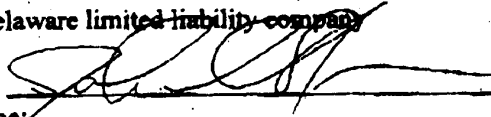
6.11 Governing Law. The validity, performance, construction and effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to principles of conflicts of law.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the day and year first above written.

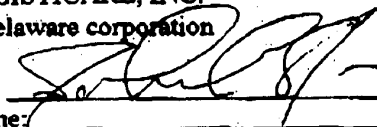
COMPANY

LOGISTICARE SOLUTIONS, LLC  
a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CONTRIBUTOR

LOGISTICARE, INC.  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

TRADEMARK  
REEL: 001959 FRAME: 0803

**EXHIBITS**



NY\_DOCS\379264.4 [W97]

**TRADEMARK**  
**REEL: 001959 FRAME: 0804**

**EXHIBIT A**

**Assignment and Assumption of Contract Rights**

NY\_DOCS379264.4 [W97]

**TRADEMARK**  
**REEL: 001959 FRAME: 0805**

**EXHIBIT B**

Bill of Sale

NY\_DOCS\379264.4 [W97]

**TRADEMARK**  
**REEL: 001959 FRAME: 0806**

**EXHIBIT C**

**Intellectual Property Assignment**

NY\_DOCS379264.4 [W97]

**TRADEMARK**  
**REEL: 001959 FRAME: 0807**

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS Assignment is made and entered into as of August \_\_, 1999, by and between LogistiCare, Inc., a corporation organized and existing under the laws of the State of Delaware and having offices at 1895 Phoenix Boulevard, Suite 306, College Park, Georgia 30349 (hereinafter referred to as the "Assignor"), and LogistiCare Solutions, LLC, a Delaware limited liability company (hereinafter referred to as "Assignee"), pursuant to the terms and conditions of that certain Contribution Agreement, dated August \_\_, 1999, by and among Assignor and Assignee.

WHEREAS, Assignor is the licensee of certain U.S. and foreign patents set forth in Exhibit A-1 attached hereto, and the owner of certain U.S. and foreign trademarks, applications and registrations set forth in Exhibit A-2 attached hereto and other intellectual property related thereto; and

WHEREAS, Assignee is desirous of acquiring said licenses, marks, applications and registrations thereof as well as the associated intellectual property;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign to Assignee the following:

(1) All rights, title and interest of Assignor in and to the U.S. and foreign marks, applications and registrations set forth in Exhibit A-2 attached hereto, together with the good will of the business connected with and symbolized by those marks and together with all the rights for recovery damages and profits for past infringements as of the date of this Assignment;

(2) All rights, title and interest of Assignor in and to any and all licenses and other rights it has under the patents and patent applications of Exhibit A-1 or which otherwise relate to the business of Assignee together with all the rights for recovery, damages and profits for past infringements as of the date of this Assignment;

(3) Any and all rights, title and interest to all copyrights, copyright registrations and copyrightable subject matter, including reproduction rights, which Assignor has in any works of authorship or derivative works of authorship relating to the business of Assignor for and during the existence of said copyrights and all renewals and extensions thereof, together with all the rights for recovery, damages and profits for past infringements as of the date of this Assignment; and

(4) All rights, title and interest in and to any and all trade secrets, know-how and confidential information relating to the business of Assignor, together with all the rights for recovery, damages and profits for past infringements as of the date of this Assignment.

AND ASSIGNOR HEREBY agrees to assist Assignee in obtaining all authorizations and to assist in the preparation of, execute and deliver any and all lawful documents, notices, filings, forms or other documentation required by any domestic or foreign

government or governmental agency to effect the transfer of the above-identified and transferred rights, at the expense of Assignee.

AND ASSIGNOR HEREBY agrees that, should the assignment contained herein be held invalid or otherwise deemed not to transfer all of Assignor's rights referred to above then Assignor will assist the Assignee in all lawful, reasonable actions that may be required to effectively transfer such rights, at the expense of Assignee.

AND ASSIGNOR HEREBY covenants and agrees that Assignor has full right to convey the entire interests herein assigned, and that Assignor has not executed any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said marks, and testify truthfully in any legal proceeding, sign all lawful papers, renewals and applications, make all rightful oaths, and generally do everything lawfully possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce protection for said marks and other intellectual property and good will in all countries.

IN WITNESS WHEREOF, the Assignor, LogistiCare, Inc., has caused this instrument to be executed by its duly authorized corporate officer and its corporate seal to be hereunto affixed this \_\_ day of August 1999.

[CORPORATE SEAL]

LOGISTICARE, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

EXHIBIT A-1

1. U.S. Patent 5122959 dated June 16, 1992 assigned to Automated Dispatch Services, Inc.

NY\_DOCSU379686.1 (W97)

**TRADEMARK**  
**REEL: 001959 FRAME: 0810**



EXHIBIT A-2

1. U.S. Trademark 75/624880 of **LOGISTICARE** (design) dated 1/20/99 in class 39.
2. U.S. Trademark 75/362403 of **LOGISTICARE** dated 9/24/97 in class 39.
3. Domain Name Registration Agreement between the Company and Network Solutions, Inc. registering the Company's Internet domain name ("logisticare.com").

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**RECORDED: 09/14/1999**

**TRADEMARK  
REEL: 001959 FRAME: 0811**