

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transit Care, Inc.		10/28/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1827392	GLASS GUARD	
Registration Number:	2504645	3 MINUTE WINDOW	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Suite 401		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	343919		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

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TRADEMARK
REEL: 003193 FRAME: 0946

Date:

11/14/2005

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF
Patent and TrademarkTab settings 000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Transit Care, Inc.☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State CA

Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Merrill Lynch Capital, a division of Merrill Lynch Business
Financial Services, Inc.

Internal Address: _____

Street Address : 222 North LaSalle St., 16th FloorCity: Chicago State: IL Zip: 60601☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____

Limited Partnership _____

☒ Corporation State DE☐ Other _____If assignee is not domiciled in the United States, a
designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____Execution Date: October 28, 2005

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration
1827392, 2504645 and 2350353

Additional numbers attached? No

5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Terese M. SchollInternal Address: Katten, Muchin Rosenman LLPStreet Address: 525 West Monroe, Suite 1900City: Chicago State: IL ZIP 606616. Total number of applications and
registrations37. Total fee (37 CFR 3.41)..... \$ 120.00☒ Enclosed☐ Authorized to be charged to deposit

8. Deposit account number:

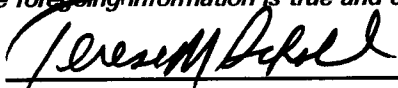
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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
of the original document.*Terese M. Scholl

Name of Person



Signature

October 28, 2005

Date

6

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK
REEL: 003193 FRAME: 0948

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28 day of October, 2005, by Transit Care, Inc., a California corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Ricon Corp., a California corporation ("Borrower") and Lenders are parties to a certain Credit Agreement dated as of December 13, 2002 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Grantor has guaranteed the obligations of Borrower to Grantee and the Lenders under the Credit Agreement pursuant to the terms of that certain Guaranty dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty");

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRANSIT CARE, INC., a California corporation, as
Grantor

By: William C. Hall
Name: William C. Hall
Its: PRESIDENT

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Name: _____
Its: _____

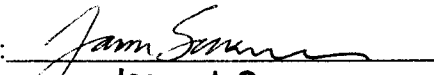
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRANSIT CARE, INC., a California corporation, as
Grantor

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Name: Jason J. Swanson
Its: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
GLASS GUARD	1827392	03/22/1994
3 MINUTE WINDOW	2504645	11/6/2001
3 MINUTE WINDOW	2350353	11/7/2002

TRADEMARK APPLICATIONS

None.