

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. (as successor agent to Fleet National Bank)		12/07/2007	National Association:
RECEIVING PARTY DATA			
Name:	Logisticare Solutions, LLC		
Street Address:	5524 E. Fourth St.		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85711		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2431949	LOGISTICARE	
Registration Number:	2419882	LOGISTICARE	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 838-3573		
Email:	emily.priest@shearman.com		
Correspondent Name:	Tina Patel		
Address Line 1:	Shearman & Sterling LLP		
Address Line 2:	1080 Marsh Rd.		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	34554-00120 TM RLS 1		
NAME OF SUBMITTER:	Tina Patel		

CH \$65.00 2431949

Signature:	/tina patel/
Date:	12/07/2007
Total Attachments: 4 source=Logisticare TM Release#page1.tif source=Logisticare TM Release#page2.tif source=Logisticare TM Release#page3.tif source=Logisticare TM Release#page4.tif	

TRADEMARK COLLATERAL SECURITY and PLEDGE AGREEMENT RELEASE

This TRADEMARK COLLATERAL SECURITY and PLEDGE AGREEMENT RELEASE (this "Release") is made and entered into as of December 7, 2007 (the "Effective Date"), by Bank of America, N.A. (as successor agent to Fleet National Bank, the "Administrative Agent") for itself and other lenders (collectively, the "Lenders") (as defined in the Credit Agreement referred to below), and LOGISTICARE SOLUTIONS, LLC (the "Assignor").

WHEREAS, the Assignor entered into a Revolving Credit and Term Loan Agreement dated as of May 28, 2004 (as amended, modified, or restated and in effect from time to time, the "Credit Agreement"), with certain related parties thereto, the Lenders, and the Administrative Agent (capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, pursuant to the Credit Agreement, the Assignor executed and delivered to the Administrative Agent, for the ratable benefit of the Lenders and the Administrative Agent, that certain Trademark Collateral Security and Pledge Agreement dated May 28, 2004 (the "Trademark Agreement");

WHEREAS, the Assignor executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a Security Agreement, pursuant to which the Assignor granted a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademark and service mark registrations listed on Schedule A attached thereto, all to secure the payment and performance of the Obligations;

WHEREAS, the Trademark Agreement was supplemental to the provisions contained in the Security Agreement;

WHEREAS, the Trademark Agreement was recorded on June 14, 2004, with the United States Patent and Trademark Office under Reel and Frame number 002870/0819 with respect to trademarks; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Security Agreement and the Trademark Agreement, the Administrative Agent now desires to release all right, title and interest, including any security interest, in, to and under the Pledged Trademarks, as defined in the Trademark Agreement, including the trademarks and service marks identified on Schedule A attached hereto (collectively, the "Released Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Administrative Agent, on behalf of the Lenders, hereby agree as follows:

1. The Administrative Agent, on behalf of the Lenders, hereby grants and releases to the Assignor any and all right, title and interest, including any security interest, of the Administrative Agent and/or Lenders in, to and under the Released Trademarks.

2. The Trademark Agreement, including any and all licenses granted therein, is hereby terminated in its entirety.

3. This Release may be executed in one or more counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.


4. The Administrative Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

5. This Release shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

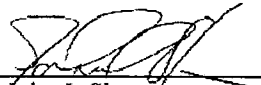
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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

BANK OF AMERICA, N.A.
Successor by merger to Fleet National Bank,
as Administrative Agent

By 
Name: **William Faidell, Jr.**
Title: **Assistant Vice President**

LOGISTICARE SOLUTIONS, LLC, as Assignor

By 
Name: **John L. Shermeyen**
Title: **Chief Executive Officer**

**Schedule A
Trademarks**

Mark	Reg. No.	Reg. Date
LOGISTICARE	2,431,949	2/27/2001
LOGISTICARE (stylized)	2,419,882	1/9/2001