

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Student Transportation of America, Inc.		02/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3266581	STUDENT TRANSPORTATION OF AMERICA	
Registration Number:	3872707	STA STUDENT TRANSPORTATION OF AMERICA INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1543354		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

TRADEMARK

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Date:

02/04/2011

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 4th day of February, 2011, Student Transportation of America, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 3349 Highway 138, Building B, Suite D, Wall, New Jersey 07719, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors, as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other "*Debtors*" party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

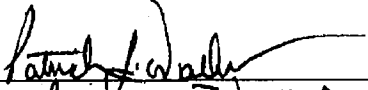
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

STUDENT TRANSPORTATION OF AMERICA, INC.

By 
Name Patricia J. Walker
Title CFO

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Administrative Agent

By _____
Name William J. Thomson
Title Senior Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

STUDENT TRANSPORTATION OF AMERICA, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Administrative Agent

By  _____
Name William J. Thomson
Title Senior Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

Owner of Trademark	Trademark	Registration Number	Registration Date
Student Transportation of America, Inc.	STUDENT TRANSPORTATION OF AMERICA	3,266,581	July 17, 2007
Student Transportation of America, Inc.	STA STUDENT TRANSPORTATION OF AMERICA INC. (and design)	3,872,707	November 9, 2010

Pending final intellectual property search of National Corporate Research, Ltd. ("NCR"), to the extent NCR's search shows further intellectual property rights of Debtors, these intellectual property rights will be added to this Schedule C.