

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LogistiCare Solutions, LLC		03/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2419882	LOGISTICARE
Registration Number:	2431949	LOGISTICARE
Serial Number:	85152048	LOGISTICARE GOING THE EXTRA MILE
Serial Number:	85151522	LOGISTICARE
Serial Number:	85151518	LOGISTICARE GOING THE EXTRA MILE
Serial Number:	85085935	SAFECAR SERVICES

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9192868041
 Email: pto_tmconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 430 Davis Drive
 Address Line 2: Suite 500

900187382

**TRADEMARK
 REEL: 004504 FRAME: 0487**

OP \$165.00 2419882

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 017625-4656 EAR

NAME OF SUBMITTER: Ellen A. Rubel

Signature: /Ellen A. Rubel/

Date: 03/24/2011

Total Attachments: 5

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of March 11, 2011 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the undersigned Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter:

(a) all Trademarks, including the trademarks and trademark applications set forth on Schedule 1 attached hereto.

Notwithstanding anything to the contrary contained herein, the security interests granted under the Security Agreement did not extend to the Excluded Property.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

In the event of any conflict between the terms of the Security Agreement and the terms of this Notice of Grant of Security Interest in Trademarks, the terms of the Security Agreement shall govern and control.

Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Security Agreement.

Counterparts. This Notice of Grant of Security Interest in Trademarks may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Grant of Security Interest in Trademarks to produce or account for more than one such counterpart.

GOVERNING LAW. THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE

PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE ADMINISTRATIVE AGENT AND EACH SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

[Signature Pages Follow]

Very truly yours,

LOGISTICARE SOLUTIONS, LLC,
a Delaware limited liability company

By: 

Name: Herman A. Schwarz

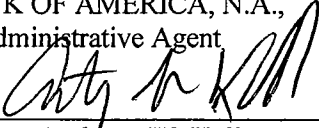
Title: CEO *m.*

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
LOGISTICARE SOLUTIONS, LLC

TRADEMARK
REEL: 004504 FRAME: 0491

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Anthony W. Kell
Title: Assistant Vice President

Schedule 1

**LogistiCare Solutions, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
LOGISTICARE and Design	2419882	1/9/01
LOGISTICARE	2431949	2/27/01

Pending Applications

Description	Application No.	Filing Date
LOGISTICARE GOING THE EXTRA MILE	85152048	10/13/10
LOGISTICARE	85151522	10/13/10
LOGISTICARE GOING THE EXTRA-MILE	85151518	10/13/10
SAFECARE SERVICES	85085935	7/15/10