

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KA FleetOne, Inc.		12/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bridge Bank, National Association		
Street Address:	55 Almaden Blvd., Ste. 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2930952	KELLEY FLEET SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
Phone:	949-224-6291		
Email:	Trademark@Buchalter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Farah P. Bhatti, Esq.		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	B7285-0203		
NAME OF SUBMITTER:	Farah P. Bhatti		
Signature:	/Farah P. Bhatti, Esq./		
Date:	01/04/2012		

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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2011, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and KELLEYAMERIT HOLDINGS, INC., a Delaware corporation, KELLEY-AMERIT FLEET SERVICES, INC., a California corporation and KA FLEETONE, INC., a Delaware corporation (each, a "Grantor" and, collectively, the "Grantors"), is made with reference to the Business Financing Agreement, dated as of even date herewith (as amended from time to time, the "Financing Agreement"), between Lender and Grantors. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby covenant and agree as follows:

To secure the Obligations under the Financing Agreement, Grantors grant to Lender a security interest in all right, title, and interest of Grantors in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

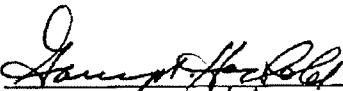
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

KELLEYAMERIT HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Gary Harold
Title: CEO

Address for Notices:

Attn: _____
1331 N. California Blvd.
Walnut Creek, CA 94596
Fax: () -

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004691 FRAME: 0586

KELLEY-AMERIT FLEET SERVICES, INC.,
a California corporation

By: *Gary Harold*
Name: *Gary Harold*
Title: *CEO*

Address for Notices:

Attn: _____
1331 N. California Blvd.
Walnut Creek, CA 94596
Fax: () -

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004691 FRAME: 0587

KA FLEETONE, INC.,
a Delaware corporation

By: *Samuel Herbold*
Name: *Samy Herbold*
Title: *CEO*

Address for Notices:

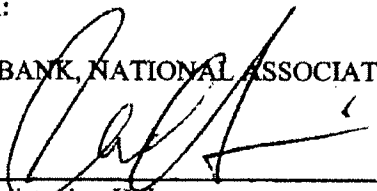
Attn: _____
1331 N. California Blvd.
Walnut Creek, CA 94596
Fax: (____) ____-____

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004691 FRAME: 0588

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:  _____

Name: Christopher Hill

Title: Vice President

Address for Notices:

Attn: _____

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8510

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004691 FRAME: 0589

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

Exhibit A

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Owner:</u>	<u>Registration Number:</u>	<u>Issued:</u>
KELLEY FLEET SERVICES	KA FleetOne, Inc.	2930952	March 8, 2005

Exhibit B

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Exhibit C