

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327458

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Old Dominion Transit Management Company		12/24/2014	CORPORATION: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent
<b>Street Address:</b>	420 Montgomery Street, 9th Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3809475	BIKE BOY
Registration Number:	3809474	COMMANDER CARPOOL
Registration Number:	3815906	COST CALCULATOR
Registration Number:	3830333	MRS. MATCH
Registration Number:	3798588	RF
Registration Number:	3805771	TEAM RIDEFINDERS
Registration Number:	3812301	TELEWORK TECH
Registration Number:	3798589	THERE'S A HERO IN ALL OF US
Registration Number:	3809467	TRANSIT TITAN
Registration Number:	3809466	VANITY VANPOOL

## CORRESPONDENCE DATA

Fax Number: 2158511420

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 415-659-4897

Email: karmellino@reedsmith.com

Correspondent Name: Yvonne Pham

Address Line 1: 101 Second Street, Suite 1800

Address Line 2: Reed Smith LLP

Address Line 4: San Francisco, CALIFORNIA 94105-3659

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	349334.20127
<b>NAME OF SUBMITTER:</b>	Yvonne Pham
<b>SIGNATURE:</b>	/Yvonne Pham/
<b>DATE SIGNED:</b>	12/29/2014

**Total Attachments: 7**

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**GRANT OF TRADEMARK SECURITY INTEREST  
OLD DOMINION TRANSIT MANAGEMENT COMPANY**

**WHEREAS, OLD DOMINION TRANSIT MANAGEMENT COMPANY**, a Virginia corporation (“*Grantor*”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, MV Transportation, Inc.**, a California corporation (“*Borrower*”) has entered into a Fourth Amended and Restated Credit Agreement dated as of December 24, 2014 (said Fourth Amended and Restated Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, being the “*Credit Agreement*”) with Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the “*Administrative Agent*”), a Lender, L/C Issuer and Swing Line Lender (in such capacities, “*Lender*”) pursuant to which Lender has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

**WHEREAS, Grantor** has executed and delivered that certain Amended and Restated Omnibus Subsidiary Guaranty dated as of December 24, 2014 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Guaranty”) in favor of the Administrative Agent for the benefit of the Lenders, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations (other than any Excluded Swap Obligations) of Borrower under the Credit Agreement and the other Loan Documents;

**WHEREAS, pursuant to the terms of an Amended and Restated Omnibus Security Agreement** dated as of December 24, 2014 (said Amended and Restated Omnibus Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, being the “*Security Agreement*”), Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “*Trademark Collateral*”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “*Trademarks*”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign

countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of December, 2014.

**OLD DOMINION TRANSIT MANAGEMENT  
COMPANY, a Virginia corporation**

By:   
Name: Alexis E. Lodde  
Title: Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]  
(OLD DOMINION TRANSIT MANAGEMENT COMPANY)

**TRADEMARK  
REEL: 005431 FRAME: 0349**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
	<b>BIKE BOY</b>		
OLD DOMINION TRANSIT MANAGEMENT COMPANY	(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL AND CARPOOL; EMERGENCY SERVICES FOR STRANDED MOTORISTS CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING TRANSPORTATION INFORMATION CONCERNING ALTERNATIVE TRANSPORTATION WITH POSITIVE AIR QUALITY IMPACT AND ABOUT THE BENEFITS OF TRANSPORTATION BY BICYCLE	3809475	6/29/2010
	<b>COMMANDER CARPOOL</b>		
OLD DOMINION TRANSIT MANAGEMENT COMPANY	(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL AND CARPOOL; EMERGENCY SERVICES FOR STRANDED MOTORISTS CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING TRANSPORTATION INFORMATION CONCERNING ALTERNATIVE TRANSPORTATION WITH POSITIVE AIR QUALITY IMPACT; PROVIDING INFORMATION ON THE BENEFITS AND FLEXIBILITY OF CARPOOLING	3809474	6/29/2010
	<b>COST CALCULATOR</b>		
OLD DOMINION TRANSIT MANAGEMENT COMPANY	(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL AND CARPOOL; EMERGENCY SERVICES FOR STRANDED MOTORISTS CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING TRANSPORTATION INFORMATION CONCERNING	3815906	7/6/2010

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
	<p>ALTERNATIVE TRANSPORTATION WITH POSITIVE AIR QUALITY IMPACT AND COST BENEFITS</p> <p><b>MRS. MATCH</b></p> <p>(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL, CARPOOL, BICYCLE PATHWAYS, PARK AND RIDE FACILITIES, AND EMERGENCY SERVICES FOR STRANDED MOTORISTS CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING INFORMATION CONCERNING ALTERNATIVE TRANSPORTATION AND PROTECTION OF AIR QUALITY; PROVIDING INFORMATION ON THE BENEFITS OF ALTERNATIVE TRANSPORTATION AND PAIRING RIDERS TOGETHER</p>	3830333	8/10/2010
OLD DOMINION TRANSIT MANAGEMENT COMPANY			
	<p><b>RF</b></p>  <p>(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL AND CARPOOL; EMERGENCY SERVICES FOR STRANDED MOTORISTS CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING TRANSPORTATION INFORMATION CONCERNING ALTERNATIVE TRANSPORTATION WITH POSITIVE AIR QUALITY IMPACT</p>	3798588	6/8/2010
OLD DOMINION TRANSIT MANAGEMENT COMPANY			
	<p><b>TEAM RIDEFINDERS</b></p> <p>(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL AND CARPOOL; EMERGENCY SERVICES FOR STRANDED MOTORISTS</p>	3805771	6/22/2010
OLD DOMINION TRANSIT MANAGEMENT COMPANY			

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
OLD DOMINION TRANSIT MANAGEMENT COMPANY	<p>CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING TRANSPORTATION INFORMATION CONCERNING ALTERNATIVE TRANSPORTATION WITH POSITIVE AIR QUALITY IMPACT AND COST BENEFITS</p> <p><b>TELEWORK TECH</b></p> <p>(INT. CL. 35) PROVIDING BUSINESS INFORMATION CONCERNING WORKING FROM ALTERNATE LOCATIONS; PROVIDING BUSINESS INFORMATION CONCERNING POSITIVE AIR QUALITY IMPACT OF WORKING FROM ALTERNATE LOCATIONS</p>	3812301	6/29/2010
OLD DOMINION TRANSIT MANAGEMENT COMPANY	<p><b>THERE'S A HERO IN ALL OF US</b></p> <p>(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL AND CARPOOL; EMERGENCY SERVICES FOR STRANDED MOTORISTS CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING TRANSPORTATION INFORMATION CONCERNING ALTERNATIVE TRANSPORTATION WITH POSITIVE AIR QUALITY IMPACT</p>	3798589	6/8/2010
OLD DOMINION TRANSIT MANAGEMENT COMPANY	<p><b>TRANSIT TITAN</b></p> <p>(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL AND CARPOOL; EMERGENCY SERVICES FOR STRANDED MOTORISTS CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING TRANSPORTATION INFORMATION CONCERNING ALTERNATIVE TRANSPORTATION WITH POSITIVE AIR QUALITY IMPACT; PROVIDING TRANSPORTATION INFORMATION CONCERNING TRANSIT</p>	3809467	6/29/2010



<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
OLD DOMINION TRANSIT MANAGEMENT COMPANY	<p>RESOURCES AND THEIR BENEFITS</p> <p><b>VANITY VANPOOL</b></p> <p>(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES BY BUS, VANPOOL AND CARPOOL; EMERGENCY SERVICES FOR STRANDED MOTORISTS CONSISTING OF EMERGENCY AUTOMOBILE AND TRUCK TOWING SERVICES; PROVIDING TRANSPORTATION INFORMATION CONCERNING ALTERNATIVE TRANSPORTATION WITH POSITIVE AIR QUALITY IMPACT; PROVIDING VANPOOL FORMATION SERVICES FOR EMPLOYERS AND CUSTOMERS</p>	3809466	6/17/2009