

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baron T, LTD.		12/24/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4593031	CARMEL
Registration Number:	4521923	CARMEL
Registration Number:	3073155	CARMEL
Registration Number:	4533067	CARMEL XPRESS
Registration Number:	4251790	DIAL 4
Serial Number:	86105756	DONT' LEAVE HOME WITHOUT IT
Registration Number:	4190267	LIMODESK
Registration Number:	4521925	NEED A RIDE? JUST CARMEL IT!
Registration Number:	4522099	NEED A RIDE? JUST CARMEL IT!
Registration Number:	2343667	WE'LL BE THERE FOR YOU

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

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

Total Attachments: 6

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**GRANT OF TRADEMARK SECURITY INTEREST
BARON T, LTD.**

WHEREAS, BARON T, LTD., a New York 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 of Borrower under the Credit Agreement and the other Loan Documents (other than any Excluded Swap Obligations);

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.

BARON T, LTD., a New York corporation

By:  _____

Name: Alexis E. Lodde

Title: Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]
(BARON T, LTD.)

TRADEMARK
REEL: 005431 FRAME: 0364

**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>
BARON T. LTD. DBA CARMEL	CARMEL (INT. CL. 09) DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN SCHEDULING, RESERVING AND PROVIDING TRANSPORTATION SERVICES, NAMELY, DOWNLOADABLE COMPUTER SOFTWARE TO ENABLE SCHEDULING RESERVATIONS FOR TRANSPORTATION OF PERSONS BY CAR AND LIMOUSINE AND FOR DISPATCHING MOTORIZED VEHICLES TO CUSTOMERS FOR THE PURPOSE OF PROVIDING TRANSPORTATION BY CAR AND LIMOUSINE.	4593031	08/26/2014
BARON T. LTD. DBA CARMEL	CARMEL (INT. CL. 42) PROVIDING TEMPORARY USE OF ON- LINE NON-DOWNLOADABLE SOFTWARE FOR PROVIDING TRANSPORTATION RESERVATION SERVICES, PROVIDING A BOOKING SERVICE FOR CUSTOMERS WHO REQUEST TRANSPORTATION SERVICES AND FOR DISPATCHING MOTORIZED VEHICLES TO CUSTOMERS SEEKING TRANSPORTATION	4521923	04/29/2014
BARON T. LTD.	CARMEL (INT. CL. 39) LIMOUSINE SERVICES; PROVIDING TRANSPORTATION OF PASSENGERS OR GOODS BY LIMOUSINE OR CAR	3073155	3/28/2006
BARON T. LTD.	CARMEL (INT. CL. 39) CAR AND LIMOUSINE SERVICES	S21085	9/8/2009
BARON T. LTD.	CARMEL XPRESS (INT. CL. 9) DOWNLOADABLE COMPUTER SOFTWARE FOR SCHEDULING, RESERVING AND PROVIDING TRANSPORTATION SERVICES, NAMELY, COMPUTER SOFTWARE TO ENABLE SCHEDULING RESERVATIONS FOR	4533067	05/20/2014

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
BARON T. LTD.	TRANSPORTATION OF PERSONS BY CAR AND LIMOUSINE AND FOR DISPATCHING MOTORIZED VEHICLES TO CUSTOMERS FOR THE PURPOSE OF PROVIDING TRANSPORTATION BY CAR AND LIMOUSINE (INT. CL. 39) TRANSPORT OF PERSONS DIAL 4	4251790	11/27/2012
BARON T. LTD.	DON'T LEAVE HOME WITHOUT IT (INT. CL. 09) DOWNLOADABLE COMPUTER SOFTWARE FOR SCHEDULING, RESERVING AND PROVIDING TRANSPORTATION SERVICES, NAMELY, COMPUTER SOFTWARE TO ENABLE SCHEDULING RESERVATIONS FOR TRANSPORTATION OF PERSONS BY CAR AND LIMOUSINE AND FOR DISPATCHING MOTORIZED VEHICLES TO CUSTOMERS FOR THE PURPOSE OF PROVIDING TRANSPORTATION BY CAR AND LIMOUSINE	86105756 (Application)	10/30/2013 (Application)
BARON T. LTD.	LIMODESK (INT. CL. 39) TRANSPORTATION OF PASSENGERS AND/OR GOODS BY SEDAN, VAN AND/OR LIMOUSINE	4190267	8/14/2012
BARON T. LTD. DBA CARMEL	NEED A RIDE? JUST CARMEL IT! (INT. CL. 39) TRANSPORT OF PASSENGERS	4521925	04/29/2014
BARON T. LTD. DBA CARMEL	NEED A RIDE? JUST CARMEL IT! (INT. CL. 09) DOWNLOADABLE COMPUTER SOFTWARE FOR SCHEDULING, RESERVING AND PROVIDING TRANSPORTATION SERVICES, NAMELY, COMPUTER SOFTWARE TO ENABLE SCHEDULING RESERVATIONS FOR TRANSPORTATION OF PERSONS BY CAR AND LIMOUSINE AND FOR	4522099	04/29/2014

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
BARON T. LTD. DBA CARMEL CAR AND LIMOUSINE SERVICES	<p>DISPATCHING MOTORIZED VEHICLES TO CUSTOMERS FOR THE PURPOSE OF PROVIDING TRANSPORTATION BY CAR AND LIMOUSINE</p> <p>(INT. CL. 42) PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE AND APPLICATIONS FOR PROVIDING TRANSPORTATION RESERVATION SERVICES, PROVIDING A BOOKING SERVICE FOR CUSTOMERS WHO REQUEST TRANSPORTATION SERVICES AND FOR DISPATCHING MOTORIZED VEHICLES TO CUSTOMERS SEEKING TRANSPORTATION</p> <p>WE'LL BE THERE FOR YOU (INT. CL. 39) CAR AND LIMOUSINE SERVICES</p>	2343667	4/18/2000