

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MV Transportation, Inc.		12/24/2014	CORPORATION: CALIFORNIA
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2959848	MV	
Registration Number:	2970434	MV	
Registration Number:	3030538	WE PROVIDE FREEDOM	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<i>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.</i>			
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		
ATTORNEY DOCKET NUMBER:	349334.20127		
NAME OF SUBMITTER:	Yvonne Pham		
SIGNATURE:	/Yvonne Pham/		
DATE SIGNED:	12/29/2014		
Total Attachments: 4			
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**GRANT OF TRADEMARK SECURITY INTEREST
MV TRANSPORTATION, INC.**

WHEREAS, MV TRANSPORTATION, INC., a California 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, Grantor 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 Grantor; and

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.

MV TRANSPORTATION, INC., a California corporation

By:  _____


Name: Alexis E. Lodde

Title: Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]
(MV TRANSPORTATION, INC.)

TRADEMARK
REEL: 005431 FRAME: 0372

**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>
	MV		
MV TRANSPORTATION, INC.	(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES, NAMELY, CHARTER, MEDICAL TRANSPORTATION, MUNICIPAL FIXED ROUTE, SHUTTLE, NON-EMERGENCY MEDICAL TRANSPORTATION, SCHOOL BUS/PUPIL TRANSPORTATION, AND ADA PARATRANSIT OPERATIONS	2959848	6/7/2005
	MV		
			
MV TRANSPORTATION, INC.	(INT. CL. 39) PASSENGER TRANSPORTATION SERVICES, NAMELY, CHARTER, MEDICAL TRANSPORTATION, MUNICIPAL FIXED ROUTE, SHUTTLE, NON-EMERGENCY MEDICAL TRANSPORTATION, SCHOOL BUS/PUPIL TRANSPORTATION, AND ADA PARATRANSIT OPERATIONS	2970434	7/19/2005
	WE PROVIDE FREEDOM		
	(INT. CL. 39) TRANSPORTATION OF PASSENGERS VIA CHARTER BUS, SHUTTLE BUS, AND SCHOOL BUS; MUNICIPAL FIXED ROUTE TRANSPORTATION SERVICES, NAMELY, MASS TRANSIT FOR THE GENERAL PUBLIC; NON-EMERGENCY MEDICAL TRANSPORTATION OF PASSENGERS VIA VANS; ADA PARATRANSIT OPERATIONS, NAMELY, VEHICLE RIDE SHARING SERVICES FOR PERSONS WITH DISABILITIES	3030538	12/13/2005