

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Information Transport Solutions, Inc.		03/06/2017	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	Capital Alignment Partners III, L.P.		
Street Address:	40 Burton Hills Blvd., Suite 250		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4076807	PROJECT C.A.R.E.	
Registration Number:	4076808	PROJECT C.A.R.E. CARE RELATIONSHIPS + RE	
Registration Number:	4222056	ITS	
Registration Number:	4316377	ITS	
Registration Number:	4255976	INFORMATION TRANSPORT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	615-252-3552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	03/20/2017		
Total Attachments: 7 source=ITS#page1.tif			

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This instrument/agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of March 6, 2017, among CAPITAL ALIGNMENT PARTNERS III, L.P. (the "Junior Agent"), INFORMATION TRANSPORT SOLUTIONS, INC. ("Borrower"), and FIRST AMERICAN BANK, as Senior Lender ("Senior Lender"), to the indebtedness (including interest) owed pursuant to that certain Loan and Security Agreement dated as of March 6, 2017, among Borrower, the other loan parties party thereto from time to time, and Senior Lender, as such Loan and Security Agreement has been and hereafter may be amended, supplemented, or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

SECURITY INTEREST GRANT

INTELLECTUAL PROPERTY

This Security Interest Grant Intellectual Property (this "Grant") is entered into as of March 6, 2017, by Information Transport Solutions, Inc. ("Grantor"), and Capital Alignment Partners III, L.P. ("Collateral Agent"), a Delaware limited partnership, in its capacity as Collateral Agent under that certain Loan Agreement dated as of the date hereof by and among Grantor, the Lenders named therein, and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, respectively, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor created in favor of the Collateral Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, and the Lenders have become secured creditors with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use

trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent, for its benefit and the ratable benefit of the Lenders, with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Grant shall be construed in accordance with and governed by the laws of the State of Tennessee applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Grant.

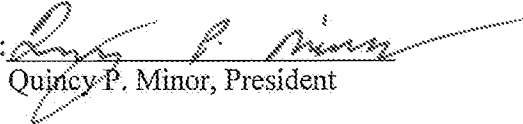
Terms defined in the Credit Agreement and used herein without other definition shall have the respective meanings assigned to them in the Credit Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer effective as of the date first written above.

GRANTOR:

Information Transport Solutions, Inc.

By: 
Quincy P. Minor, President

COLLATERAL AGENT:

CAPITAL ALIGNMENT PARTNERS III, L.P.
as Collateral Agent

By: CAP III GP, LLC,
a Delaware limited liability company,
as General Partner

By: _____
Managing Partner

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer effective as of the date first written above.

GRANTOR:

Information Transport Solutions, Inc.

By: _____
Quincy P. Minor, President

COLLATERAL AGENT:

CAPITAL ALIGNMENT PARTNERS III, L.P.
as Collateral Agent

By: CAP III GP, LLC,
a Delaware limited liability company,
as General Partner

By:  _____
Managing Partner

SCHEDULE A
PATENTS

None

SCHEDULE B
TRADEMARKS/SERVICE MARKS

Mark	Number	Date	Country	Grantor/Owner
Project C.A.R.E.	4,076,807	12/27/2011	United States	Information Transport Solutions, Inc.
Project C.A.R.E.	4,076,808	12/27/2011	United States	Information Transport Solutions, Inc.
ITS	4,222,056	10/09/2012	United States	Information Transport Solutions, Inc.
ITS	4,316,377	04/09/2013	United States	Information Transport Solutions, Inc.
Information Transport Solutions	4,255,976	12/11/2012	United States	Information Transport Solutions, Inc.

SCHEDULE C
COPYRIGHTS

None