

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470109

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		
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: 12			
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	
Registration Number:	5195908	CARMEL LIMO AT YOUR FINGERTIPS	
Registration Number:	4975015	CARMEL LIMO AT YOUR FINGERTIPS	
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:	215-241-7992		
Email:	KARMELLINO@REEDSMITH.COM		
Correspondent Name:	Matthew P. Frederick		
Address Line 1:	1717 Arch Street, Suite 3100		
TRADEMARK			

OP \$315.00 4593031

Address Line 2: Reed Smith LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: MATTHEW P. FREDERICK

SIGNATURE: /Matthew P. Frederick/

DATE SIGNED: 04/17/2018

Total Attachments: 7

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**AMENDED AND RESTATED 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);

WHEREAS, MV Transportation, Inc., a California corporation (“**Borrower**”) and Wells Fargo Bank, National Association, a national banking association (“**Wells Fargo**”), individually and as Administrative Agent (as defined in the Existing Credit Agreement), have previously entered into that certain Fourth Amended and Restated Credit Agreement, dated as of December 24, 2014, as has been amended, supplemented and otherwise modified by (i) that certain First Amendment to Fourth Amended and Restated Credit Agreement dated as of May 15, 2015, (ii) that certain Second Amendment to Fourth Amended and Restated Credit Agreement dated as of July 29, 2016, and (iii) that certain Third Amendment to Fourth Amended and Restated Credit Agreement dated as of September 6, 2017 (as so amended, supplemented and modified, the “**Existing Credit Agreement**”), pursuant to which Wells Fargo agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower;

WHEREAS, Wells Fargo, in its capacity as Lender and L/C Issuer (as those terms are defined in the Existing Credit Agreement) extended credit to Borrower under the Existing Credit Agreement;

WHEREAS, pursuant to the terms of that certain Amended and Restated Omnibus Subsidiary Guaranty dated as of December 24, 2014 (as amended, modified or supplemented from time to time prior to the date hereof, the “**Existing Guaranty**”), Grantor guaranteed all of Borrower’s obligations pursuant to the Existing Credit Agreement;

WHEREAS, to secure the obligations owed by Borrower under the Existing Credit Agreement, which obligations with respect to the Grantor was evidenced by the Existing Guaranty, Borrower and Grantor executed and delivered that certain Amended and Restated Security Agreement dated as of December 24, 2014 (the “**Existing Security Agreement**”);

WHEREAS, to further secure its obligations under the Existing Guaranty and the Existing Credit Agreement Grantor executed and delivered that certain Grant of Trademark Security Interest dated as of December 24, 2014, executed by Grantor in favor of Wells Fargo (as amended, modified or supplemented from time to time prior to the date hereof, the “**Existing Trademark Grant**”);

WHEREAS, concurrently herewith (i) Borrower and Wells Fargo shall enter into the Fifth Amended and Restated Credit Agreement dated as of the date hereof (the “**Fifth MVT Credit Agreement**”) that amends and restates the Existing Credit Agreement in its entirety, (ii) Grantor and Wells Fargo shall enter into the Second Amended and Restated Omnibus Subsidiary Guaranty dated as the date hereof (the “**Guaranty**”) that amends and restates the Existing Guaranty in its entirety, and (iii) Borrower, Grantor, and Wells Fargo shall enter into the Second

Amended and Restated Security Agreement dated as of the date hereof (the “**Security Agreement**”) that amends and restates the Existing Security Agreement in its entirety;

WHEREAS, as a condition to extending credit or otherwise making financial accommodations available to or for the account of the Borrower under the Fifth MVT Credit Agreement, Wells Fargo requires, among other things, that Grantor amend and restate the Existing Trademark Grant to which it is a party, and that Grantor grants or continues to grant to Wells Fargo in its capacity as Lender and L/C Issuer (hereafter referred to as the “**Secured Creditor**”) a security interest in all of Grantor’s right, title and interest in and 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, Grantor hereby grants to the Secured Creditor 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 Secured Creditor 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 Secured Creditor 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.

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 6th day of April, 2018.

BARON T, LTD., a New York corporation

By: 
Name: Kevin M. Jones
Title: Chief Executive Officer

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

TRADEMARK
REEL: 006315 FRAME: 0259

**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.	(INT. CL. 39) LIMOUSINE SERVICES 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>
	<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>		
BARON T. LTD. DBA CARMEL CAR AND LIMOUSINE SERVICES	<p>WE'LL BE THERE FOR YOU (INT. CL. 39) CAR AND LIMOUSINE SERVICES</p> <p>CARMEL LIMO AT YOUR FINGERTIPS (INT'L CLASS: 42) PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOADABLE SOFTWARE AND APPLICATIONS FOR PROVIDING</p>	2343667	4/18/2000
BARON T. LTD., DBA CARMEL CAR & LIMOUSINE SERVICE	<p>TRANSPORTATION RESERVATION SERVICES, PROVIDING A BOOKING SERVICE FOR CUSTOMERS WHO REQUEST TRANSPORTATION SERVICES AND FOR DISPATCHING MOTORIZED VEHICLES TO CUSTOMERS SEEKING TRANSPORTATION</p> <p>CARMEL LIMO AT YOUR FINGERTIPS (INT'L CLASS: 09) DOWNLOADABLE COMPUTER SOFTWARE FOR SCHEDULING, RESERVING AND PROVIDING</p>	5195908	05/02/17
BARON T. LTD., DBA CARMEL CAR & LIMOUSINE SERVICE	<p>TRANSPORTATION SERVICES, NAMELY, COMPUTER SOFTWARE TO ENABLE SCHEDULING RESERVATIONS FOR TRANSPORTATION OF PERSONS BY CAR AND</p>	4975015	06/07/2016

Owner

Trademark
Description

LIMOUSINE AND FOR
DISPATCHING MOTORIZED
VEHICLES TO CUSTOMERS
FOR THE PURPOSE OF
PROVIDING
TRANSPORTATION BY CAR
AND LIMOUSINE
(INT'L CLASS: 39)
TRANSPORT OF PERSONS

Registration/
Appl. Number

Registration/
Appl. Date