

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MV TRANSPORTATION, INC.		12/29/2014	Corporation: CALIFORNIA
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: 10			
Property Type	Number	Word Mark	
Registration Number:	2959848	MV	
Registration Number:	2970434	MV	
Registration Number:	3030538	WE PROVIDE FREEDOM	
Serial Number:	87672851	MV MOBILITY ON DEMAND	
Serial Number:	86963130	MV FLEXFLEET	
Serial Number:	87672846	MV MOBILITY SERVICES	
Registration Number:	5033200	MV'S PATRIOT EXPRESS	
Serial Number:	87013934	ONE MV	
Registration Number:	5028481	PATRIOT EXPRESS	
Registration Number:	5042698		
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		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$265.00 2959848

NAME OF SUBMITTER:	MATTHEW P. FREDERICK
SIGNATURE:	/Matthew P. Frederick/
DATE SIGNED:	04/17/2018
Total Attachments: 7 source=14 - WFB MVT - 5th AR CA - AR Grant of Trademark Security Interest#page1.tif source=14 - WFB MVT - 5th AR CA - AR Grant of Trademark Security Interest#page2.tif source=14 - WFB MVT - 5th AR CA - AR Grant of Trademark Security Interest#page3.tif source=14 - WFB MVT - 5th AR CA - AR Grant of Trademark Security Interest#page4.tif source=14 - WFB MVT - 5th AR CA - AR Grant of Trademark Security Interest#page5.tif source=14 - WFB MVT - 5th AR CA - AR Grant of Trademark Security Interest#page6.tif source=14 - WFB MVT - 5th AR CA - AR Grant of Trademark Security Interest#page7.tif	

**AMENDED AND RESTATED 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);

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.

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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 6th day of April, 2018.


MV TRANSPORTATION, INC., a California corporation


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

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

TRADEMARK
REEL: 006343 FRAME: 0956

**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		
MV TRANSPORTATION, INC.		3030538	12/13/2005
	MV MOBILITY ON DEMAND		
MV TRANSPORTATION INC.	(INT'L CLASS: 39)	87672851	11/06/2017

	TRANSPORTATION OF PASSENGERS BY BUS, VAN AND CAR	(Application)	(Application)
	MV FLEXFLEET		
	(INT'L CLASS: 39) TRANSPORTATION RELATED SERVICES, NAMELY, TRANSPORTING PEOPLE VIA MOTOR CARRIER; COORDINATING THE PROVISION OF TRANSPORTATION SERVICES, NAMELY, RESERVATION AND BOOKING OF TRAVEL TICKETS VIA AN INTERNET BASED PLATFORM	86963130 (Application)	04/04/2016 (Application)
MV TRANSPORTATION, INC.			
	MV MOBILITY SERVICES		
	(INT'L CLASS: 39) TRANSPORTATION OF INDIVIDUALS BY BUS, VAN AND CAR	87672846 (Application)	11/06/2017 (Application)
MV TRANSPORTATION, INC.			
	MV'S PATRIOT EXPRESS		
	(INT'L CLASS: 39) TRANSPORTATION RELATED SERVICES, NAMELY, TRANSPORTING PEOPLE VIA MOTOR VEHICLES	5033200	08/30/2016
MV TRANSPORTATION, INC.			
	ONE MV		
	(INT'L CLASS: 39) TRANSPORTATION RELATED SERVICES, NAMELY, TRANSPORTING PEOPLE VIA MOTOR VEHICLES	87013934 (Application)	04/26/2016 (Application)
MV TRANSPORTATION, INC.			
	PATRIOT EXPRESS		
	(INT'L CLASS: 39) TRANSPORTATION RELATED SERVICES, NAMELY, TRANSPORTING PEOPLE VIA MOTOR VEHICLES	5028481	08/23/2016
MV TRANSPORTATION, INC.			
	DESIGN ONLY		
		5042698	09/13/2016
MV TRANSPORTATION, INC.			
	(INT'L CLASS: 39) TRANSPORTATION RELATED SERVICES, NAMELY, TRANSPORTING		

PEOPLE VIA MOTOR
VEHICLES

MV AND DESIGN



MV TRANSPORTATION, INC.	(INT'L CLASS: 39) SERVICES: (1) PASSENGER TRANSPORTATION SERVICES, NAMELY, CHARTER, MEDICAL TRANSPORTATION, MUNICIPAL FIXED ROUTE, SHUTTLE, NON- EMERGENCY MEDICAL TRANSPORTATION, SCHOOL BUS/PUPIL TRANSPORTATION, AND ADA PARATRANSIT OPERATIONS	1818885 (Application)(Canada)	01/19/2017 (Application)(Canada)
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MV

MV TRANSPORTATION, INC.	(INT'L CLASS: 39) SERVICES: (1) PASSENGER TRANSPORTATION SERVICES, NAMELY, CHARTER, MEDICAL TRANSPORTATION, MUNICIPAL FIXED ROUTE, SHUTTLE, NON- EMERGENCY MEDICAL TRANSPORTATION, SCHOOL BUS/PUPIL TRANSPORTATION, AND ADA PARATRANSIT OPERATIONS	1818884 (Application)(Canada)	01/19/2017 (Application)(Canada)
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MV FLEXFEET

MV TRANSPORTATION, INC.	(INT'L CLASS: 39) TRANSPORTATION RELATED SERVICES, NAMELY, TRANSPORTING PEOPLE VIA MOTOR CARRIER; COORDINATING THE PROVISION OF TRANSPORTATION SERVICES, NAMELY, RESERVATION AND BOOKING OF TRAVEL TICKETS VIA AN INTERNET BASED PLATFORM	177147 (Application)(Canada)	04/13/2016 (Application)(Canada)
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MV MOBILITY ON DEMAND

MV TRANSPORTATION, INC.	(INT'L CLASS: 39) SERVICES: (1) TRANSPORTATION OF INDIVIDUALS BY BUS, VAN AND CAR	1882467 (Application)(Canada)	02/09/2018 (Application)
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MV MOBILITY SERVICES

MV TRANSPORTATION, INC.	(INT'L CLASS: 39) SERVICES: (1) TRANSPORTATION OF INDIVIDUALS BY BUS, VAN AND CAR	1882466 (Application)(Canada)	02/09/2018 (Application)(Canada)
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MV PATRIOT EXPRESS

MV TRANSPORTATION, INC.	(INT'L CLASS: 39) SERVICES: (1) TRANSPORTATION RELATED SERVICES, NAMELY, TRANSPORTING PEOPLE VIA MOTOR VEHICLES	1777146 (Application)(Canada)	05/09/2016 (Application)(Canada)
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ONE MV

MV TRANSPORTATION, INC.	(INT'L CLASS: 39) SERVICES: (1) TRANSPORTATION RELATED SERVICES, NAMELY, BUS TRANSPORT, HIRED CAR TRANSPORT, AND TAXI TRANSPORT.	1781409 (Application)(Canada)	05/09/2016 (Application)(Canada)
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