

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WMK, LLC	FORMERLY WMK, Inc., WMK, Inc, d/b/a MobilityWorks	09/05/2018	Limited Liability Company: OHIO
Hasco Medical, Inc.		09/05/2018	Corporation: FLORIDA
TransitWorks, LLC		09/05/2018	Limited Liability Company: OHIO
Handicapped Driver Services, LLC	FORMERLY Handicapped Driver Services, Inc.	09/05/2018	Limited Liability Company: GEORGIA
Handicapped Driver Services-Florida, LLC	FORMERLY Handicapped Driver Services-Florida, Inc.	09/05/2018	Limited Liability Company: FLORIDA
Ride-Away, Inc.	FORMERLY Ride-Away Handicap Equipment Corp.	09/05/2018	Corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSP Agency, LLC, as Agent		
<b>Street Address:</b>	9 West 57th Street, Suite 4920		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2286278	MOBILITYWORKS	
<b>Registration Number:</b>	4594574	MOBILITY EXPO	
<b>Registration Number:</b>	5028507	MW MOBILITYWORKS	
<b>Registration Number:</b>	5028512	MW MOBILITYWORKS	
<b>Registration Number:</b>	5028513	MW MOBILITYWORKS BE THERE	
<b>Registration Number:</b>	5028501	MW MOBILITYWORKS BE THERE	
<b>Registration Number:</b>	2313356	RIDE-AWAY	
<b>Serial Number:</b>	87680789	TRANSITWORKS	
<b>CORRESPONDENCE DATA</b>			

OP \$215.00 2286278

**Fax Number:**

*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:** 4157336165  
**Email:** awexner@goodwinlaw.com  
**Correspondent Name:** Annelise Wexner  
**Address Line 1:** 3 Embarcadero Center, Floor 28  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>NAME OF SUBMITTER:</b>	Annelise Wexner
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<b>SIGNATURE:</b>	/s/Annelise Wexner
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<b>DATE SIGNED:</b>	09/05/2018
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 5, 2018, by WMK, LLC, an Ohio limited liability company (“**Borrower**”), Handicapped Driver Services, LLC, a Georgia limited liability company, Handicapped Driver Services-Florida, LLC, a Florida limited liability company, Hasco Medical, Inc., a Florida corporation, Ride-Away, Inc., a New Hampshire corporation, and TransitWorks, LLC, an Ohio limited liability company (collectively, “**Grantor**”), in favor of BSP Agency, LLC, in its capacity as Agent for the Lenders (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Borrower, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of September 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower and each other Person who becomes a borrower under the Credit Agreement (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 5, 2018, by and among Grantee, the other Loan Parties from time to time party thereto, and Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement or Credit Agreement, as applicable. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.
2. Grant and Reaffirmation of Grant of Security Interests. Grantor hereby grants to Grantee, for the ratable benefit of the Lenders and (to the extent provided herein and the Guarantee and Collateral Agreement) their Affiliates, and hereby reaffirms its prior grant

pursuant to the Guarantee and Collateral Agreement of, a security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or at any time hereafter created, acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(b) all books and records pertaining to any of the foregoing;

(c) all Proceeds and products of any of the foregoing;

(d) all collateral security and guarantees given by any Person with respect to any of the foregoing; and

(e) all rights, priorities and privileges of Grantor relating to the Trademarks, whether arising under United States, multinational or foreign laws or otherwise, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

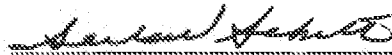
3. Intent-To-Use Trademarks. Notwithstanding anything to the contrary, the security interest created and reaffirmed by this Agreement shall not extend to and shall not include, with respect to Grantor, any "intent-to-use" Trademarks for which no statement of use or amendment to allege use, as applicable, has been filed with and accepted by the United States Patent and Trademark Office or any other Trademark if the grant of a Lien on or security interest in such Trademark would result in the cancellation or voiding of such Trademark.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

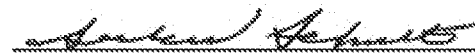
*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

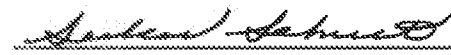
**WMK, LLC**, an Ohio limited liability company

By:   
Name: Gerhard T. Schmidt  
Title: Chief Financial Officer

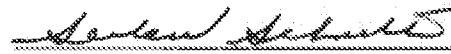
**Handicapped Driver Services, LLC**, a Georgia limited liability company

By:   
Name: Gerhard T. Schmidt  
Title: Chief Financial Officer


**Hasco Medical, Inc.**, a Florida corporation

By:   
Name: Gerhard T. Schmidt  
Title: Chief Financial Officer


**Ride-Away, Inc.**, a New Hampshire corporation

By:   
Name: Gerhard T. Schmidt  
Title: Chief Financial Officer

**TransitWorks, LLC**, an Ohio limited liability company

By:   
Name: Gerhard T. Schmidt  
Title: Chief Financial Officer

**Handicapped Driver Services-Florida, LLC**, a Florida limited liability company

By:   
Name: Gerhard T. Schmidt  
Title: Chief Financial Officer

Accepted and Agreed:

**BSP AGENCY, LLC,**  
as Agent

By:


  
Name: Bryan Martonen  
Title: Authorized Signer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006430 FRAME: 0088**

**SCHEDULE A**

**Trademark Registrations and Applications**

<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>App. # / Reg. #</u>	<u>File Date / Reg. Date</u>	<u>Status</u>
U.S.	MOBILITYWORKS	WMK, LLC	75359184 Sep. 18, 1997	2286278 Oct. 12, 1999	Registered
U.S.	MOBILITY EXPO	WMK, LLC	85799627 Dec. 11, 2012	4594574 Aug. 26, 2014	Registered
U.S.	MW MOBILITY WORKS Design 	WMK, LLC	86755479 Sep. 14, 2015	5028507 Aug. 23, 2016	Registered
U.S.	MW MOBILITY WORKS Design 	WMK, LLC	86757166 Sep. 15, 2015	5028512 Aug. 23, 2016	Registered
U.S.	MW MOBILITY BE THERE Design 	WMK, LLC	86757235 Sep. 15, 2015	5028513 Aug. 23, 2016	Registered
U.S.	MW MOBILITY BE THERE Design 	WMK, LLC	86753732 Sep. 11, 2015	5028501 Aug. 23, 2016	Registered
U.S.	RIDE-AWAY	Hasco Medical, Inc.	75499476 Jun. 10, 1998	2313356 Feb. 01, 2000	Registered
U.S.	TRANSITWORKS	TransitWorks, LLC	87680789 Nov. 11, 2017	--	Pending

<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>App. # / Reg. #</u>	<u>File Date / Reg. Date</u>	<u>Status</u>
U.S. State (Ohio)	TRANSITWORKS	WMK, LLC	--	OH 3866356 17-FEB-2016	Registered
U.S. State (Ohio)	MOBILITY WORKS	WMK Inc.	--	OH 237304	Registered
U.S. State (Hawaii)	MOBILITY WORKS	WMK, LLC d/b/a Mobility Works	--	HI 4151355 27-OCT-2015	Registered
U.S. State (Hawaii)	TRANSITWORKS	WMK Inc	--	HI 4144206	Registered
U.S. State (Hawaii)	MOBILITYWORKS	WMK, Inc, d/b/a MobilityWorks	--	HI 4119714	Registered
U.S. State (Georgia)	HDSVANS & MOBILITY HANDICAPPED DRIVER SERVICES & DESIGN	Handicapped Driver Services, Inc.	--	GA 24909	Registered
U.S. State (Alabama)	HDSVANS & MOBILITY HANDICAPPED DRIVER SERVICES & DESIGN	Handicapped Driver Services, Inc.	--	AL 111736	Registered
U.S. State (Florida)	HDSVANS & MOBILITY HANDICAPPED DRIVER SERVICES & DESIGN	Handicapped Driver Services- Florida, Inc.	--	FLT 09000001279	Registered
U.S. State (New Hampshire)	ACCESS LIFE	Ride-Away Handicap Equipment Corp.	--	NH 262009	Registered