

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Substitution of Secured Party		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMERICA BANK		11/29/2022	Texas Banking Association: TEXAS
RECEIVING PARTY DATA			
Name:	SANDTON CAPITAL SOLUTIONS MASTER FUND V, LP		
Street Address:	16 W 46th Street, Floor 11		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Exempted Limited Partnership (Elp): CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77753094	C.A.R.E.	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	17132266000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	11/30/2022		
Total Attachments: 4			
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SUBSTITUTION OF SECURED PARTY

This Agreement is effective as of November 29, 2022, by and between COMERICA BANK, a Texas banking association, in its capacity as Administrative Agent (“Assignor”), and SANDTON CAPITAL SOLUTIONS MASTER FUND V, LP, a Cayman Islands exempted limited partnership with its principal place of business at 16 W 46th Street, Floor 11, New York, New York 10036, in its capacity as successor Administrative Agent (“Assignee”). By this Agreement, Assignor and Assignee agree as follows:

WHEREAS, pursuant to a Purchase and Sale Agreement for Distressed Trades between Comerica Bank, as seller, and Sandton Capital Solutions Master Fund V, LP, as buyer (the “Purchase Agreement”), and a Resignation and Assignment Agreement (the “Resignation Agreement”) among, *inter alia*, Assignor and Assignee, Assignor has transferred and assigned unto Assignee, all security interest, liens and other rights, title, interest, privileges, claims, demands, equities and charges of Assignor under or pursuant to that certain Intellectual Property Security Agreement with ATS Medical Services, LLC dated February 26, 2016, that Grant of Security Interest in Trademarks with Protransport-1, LLC dated August 15, 2012, and that Grant of Security Interest in Trademarks with Integrated Transport Solutions, LLC dated August 15, 2012 (collectively, the “IP Security Agreements”); and

WHEREAS, Assignee has accepted its appointment as Administrative Agent under the IP Security Agreements and has assumed the rights, powers, privileges, discretion, obligations, responsibilities and duties of Assignor, in accordance with the terms of the IP Security Agreements, in each case, including, without limitation, in the capacity as Administrative Agent and secured party.

NOW THEREFORE, for good and valuable consideration provided to Assignor from Assignee, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby grants, assigns, transfers and conveys to Assignee, all powers of attorney, security interests, mortgages, liens, collateral and other rights, titles, indemnities, interests, privileges, claims, demands, equities and charges of Assignor as the mortgagee, secured party, beneficiary, or otherwise, whether now or hereafter existing under or pursuant to the IP Security Agreements, subject to the Purchase Agreement and the Resignation Agreement.

Assignor covenants and agrees that it and its representatives will, at Assignee’s request and expense, execute and deliver any documentation reasonably necessary or reasonably requested, and to do all other lawful acts necessary, to enable Assignee to effect or evidence the transactions herein contemplated.

This Agreement shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

This Assignment is effective as of the date first stated above. The undersigned hereby represent and warrant that they have the authority to execute this Agreement on behalf of their respective entities.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice or conflicts of law.

This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

ASSIGNOR:

COMERICA BANK

By: _____
Name: Chris Reed
Title: Vice President

ASSIGNEE:

SANDTON CAPITAL SOLUTIONS MASTER
FUND V, LP

By: Sandton Capital Solutions V GP LLC,
its general partner

By: Sandton Fund Advisors, LLC,
its sole member

By:  _____
Name: Rael Nurick
Title: Managing Member

Signature page to Substitution of Secured Party