

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integrated Transport Solutions, LLC		08/15/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85486321	TRIPVIEWER
Serial Number:	85486300	BEDVIEWER
Serial Number:	85486345	VIRTUAL HOUSE CALLS
Serial Number:	85486336	MOBILE MEDICAL
Registration Number:	4096222	TAG

CORRESPONDENCE DATA

Fax Number: 3134968454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3134968466
 Email: dford@millercanfield.com
 Correspondent Name: David J. Ford
 Address Line 1: 150 West Jefferson Avenue
 Address Line 2: Suite 2500

CH \$140.00 85486321

Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	125055-01022
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NAME OF SUBMITTER:	David J. Ford
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Signature:	/David J. Ford/
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Date:	08/16/2012
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Total Attachments: 3

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GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, as of this 15th day of August, 2012, the receipt and adequacy of which is acknowledged, **Integrated Transport Solutions, LLC**, a California limited liability company ("Grantor"), grants to Comerica Bank, a Texas banking association, as Administrative Agent for and on behalf of the Lenders (as defined in the Credit Agreement) (in such capacity, the "Agent"), pursuant to the Credit Agreement dated as of even date herewith, as amended, restated from time to time, between ProTransport-1, LLC, a California limited liability company, ProTransport-1 Holding, LLC, a California limited liability company, PT-1 Holdings, LLC, a Delaware limited liability company, and Grantor, as borrowers (collectively, "Borrowers"), Agent and the Lenders party thereto ("Credit Agreement"), a security interest and all of Grantor's right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit A.
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent and Lenders are the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement, dated as of the date hereof ("Security Agreement"), made by Borrowers in favor of Agent for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[signature page follows]

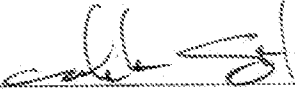
Signature Page
Grant of Security Interest in Trademarks

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of the day and year first above written.

Principal Place of Business:

720 Portal Street
Cotati, CA 94931

INTEGRATED TRANSPORT SOLUTIONS, LLC

By: 

Name: Michael Sechrist
Title: Chief Executive Officer

Exhibit A
Trademarks

UNITED STATES TRADEMARKS (UNITED STATES PATENT AND TRADEMARK OFFICE)

Trademark	App/Reg. #	Ownership of Record	Security Interest
TRIPVIEWER	85486321	Integrated Transport Solutions, LLC	None recorded
BEDVIEWER	85486300	Integrated Transport Solutions, LLC	None recorded
VIRTUAL HOUSE CALLS	85486345	Integrated Transport Solutions, LLC	None recorded
MOBILE MEDICAL	85486336	Integrated Transport Solutions, LLC	None recorded
TAG	4096222	Integrated Transport Solutions, LLC	None recorded