

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
Protransport-1, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3744170	C.A.R.E.	
CORRESPONDENCE DATA			
Fax Number:	3134968454		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3134968466		
Email:	dford@millercafield.com		
Correspondent Name:	David J. Ford		
Address Line 1:	150 West Jefferson Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	125055-01022		
NAME OF SUBMITTER:	David J. Ford		

CH \$40.00 3744170

Signature:	/David J. Ford/
Date:	08/16/2012
Total Attachments: 3 source=Grant of Security Interest in Trademarks - ProTransport-1#page1.tif source=Grant of Security Interest in Trademarks - ProTransport-1#page2.tif source=Grant of Security Interest in Trademarks - ProTransport-1#page3.tif	

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, **PROTRANSPORT-1, 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 Holding, LLC, a California limited liability company, Integrated Transport Solutions, 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:

PROTRANSPORT-1, LLC

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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
C.A.R.E.	3744170	ProTransport-1, LLC	None recorded