

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
Medical Transportation Management, Inc.		01/30/2014	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	800 Market Street
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85970819	HIVE
Registration Number:	4093790	MTM
Registration Number:	4093791	
Registration Number:	4137975	ON THE MOVE
Registration Number:	4137976	ON THE MOVE!

CORRESPONDENCE DATA

Fax Number: 3146127874
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-444-7600
 Email: tbranson@lewisrice.com
 Correspondent Name: Terri Branson
 Address Line 1: 600 Washington Ave., Suite 2500
 Address Line 2: Lewis, Rice & Fingersh, L.C.
 Address Line 4: St. Louis, MISSOURI 63101

OP \$140.00 85970819

ATTORNEY DOCKET NUMBER:	119469.60249
NAME OF SUBMITTER:	Terri Branson
Signature:	/Terri Branson/
Date:	01/30/2014
Total Attachments: 5 source=MTM trademark security ag#page1.tif source=MTM trademark security ag#page2.tif source=MTM trademark security ag#page3.tif source=MTM trademark security ag#page4.tif source=MTM trademark security ag#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of January 30, 2014, and is by Medical Transportation Management, Inc., a Missouri corporation ("**Grantor**"), in favor of Bank of America, N.A., its successors and assigns ("**Lender**").

RECITALS

A. Grantor and Lender have entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("**PTO**") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege

use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

Except to the extent that any law of the United States may apply, this Agreement shall be governed and interpreted according to the laws of the State of Missouri, without regard to any choice of law, rules or principles to the contrary. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Lender under federal law.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Medical Transportation Management, Inc.,
a Missouri corporation

By: Alaina Macia
Name: Alaina Macia
Its: CEO

Acknowledged:

Bank of America, N.A.

By: _____
Name: _____
Title: _____

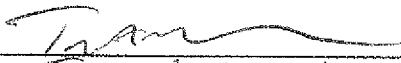
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Medical Transportation Management, Inc.,
a Missouri corporation

By: _____
Name: _____
Its: _____

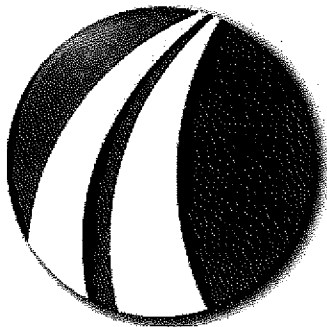

Acknowledged:

Bank of America, N.A.

By: 
Name: Troy A. Melandri
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Application (Serial)/ Registration No.	Date of Filing/Registration
HIVE	Serial No. 85-970,819	6/26/2013
MTM	Registration No. 4,093,790	1/31/2012
	Registration No. 4,093,791	1/31/2012
ON THE MOVE	Registration No. 4,137,975	5/8/2012
	Registration No. 4,137,976	5/8/2012