

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Bank of America, N.A. (as successor agent to Fleet National Bank)	12/07/2007
RECEIVING PARTY DATA	
Name:	Logisticare Solutions, LLC
Street Address:	5524 E. Fourth St.
City:	Tucson
State/Country:	ARIZONA
Postal Code:	85711
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5122959
CORRESPONDENCE DATA	
Fax Number:	(650)838-5136
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 838-3753
Email:	emily.priest@shearman.com
Correspondent Name:	Tina Patel
Address Line 1:	Shearman & Sterling LLP
Address Line 2:	1080 Marsh Rd.
Address Line 4:	Menlo Park, CALIFORNIA 94025
ATTORNEY DOCKET NUMBER:	34554-00120 P RLS
NAME OF SUBMITTER:	Tina Patel
Total Attachments: 4 source=Logisticare Patent Release#page1.tif source=Logisticare Patent Release#page2.tif source=Logisticare Patent Release#page3.tif source=Logisticare Patent Release#page4.tif	

PATENT

500415547

REEL: 020206 FRAME: 0625

CH \$40.00 5122959

PATENT COLLATERAL AND SECURITY AGREEMENT RELEASE

This PATENT COLLATERAL AND SECURITY AGREEMENT RELEASE (this "Release") is made and entered into as of December 7, 2007 (the "Effective Date"), by Bank of America, N.A. (as successor agent to Fleet National Bank, the "Administrative Agent") for itself and other lenders (collectively, the "Lenders") (as defined in the Credit Agreement referred to below), and LOGISTICARE SOLUTIONS, LLC (the "Assignor").

WHEREAS, the Assignor entered into a Revolving Credit and Term Loan Agreement dated as of May 28, 2004 (as amended, modified, or restated and in effect from time to time, the "Credit Agreement"), with certain related parties thereto, the Lenders, and the Administrative Agent (capitalized terms used herein and not defined shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, pursuant to the Credit Agreement, the Assignor executed and delivered to the Administrative Agent, for the ratable benefit of the Lenders and the Administrative Agent, that certain Patent Collateral Assignment and Security Agreement dated May 28, 2004 (the "Patent Agreement");

WHEREAS, the Assignor executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a Security Agreement, pursuant to which the Assignor granted a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the patents listed on Schedule A attached thereto, all to secure the payment and performance of the Obligations;

WHEREAS, the Patent Agreement was supplemental to the provisions contained in the Security Agreement;

WHEREAS, the Patent Agreement was recorded on June 3, 2004, with the United States Patent and Trademark Office under Reel and Frame number 014683/0213 with respect to patents; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Security Agreement and the Patent Agreement, the Administrative Agent now desires to release all right, title and interest, including any security interest, in, to and under the Patent Collateral, as defined in the Patent Agreement, including the patents identified on Schedule A attached hereto (collectively, the "Released Patent Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Administrative Agent, on behalf of the Lenders, hereby agree as follows:

1. The Administrative Agent, on behalf of the Lenders, hereby grants and releases to the Assignor any and all right, title and interest, including any security interest, of the Administrative Agent and/or Lenders in, to and under the Released Patent Collateral.

2. The Patent Agreement, including any and all licenses granted therein, is hereby terminated in its entirety.

3. This Release may be executed in one or more counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.

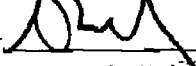
4. The Administrative Agent authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Release.

5. This Release shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

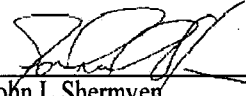
[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

BANK OF AMERICA, N.A.
Successor by merger to Fleet National Bank,
as Administrative Agent

By 
Name: **William Faidell, Jr.**
Title: **Assistant Vice President**

LOGISTICARE SOLUTIONS, LLC, as Assignor

By 
Name: John L. Shermeyen
Title: Chief Executive Officer

**Schedule A
Patents**

Title	Patent No.	Date Issued
Transportation Dispatch and Delivery Tracking System	5,122,959	6/16/92