

11-07-2000



101507010 #64

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

9-26-00

TO: The Commission of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
  - Security Agreement
  - License
  - Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/06/2000 DBYRNE 00000093 201507 75362513

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 900.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0227), Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

**Area Code and Telephone No.**

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments

#

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

|                                       |                                       |                                       |                                      |                                      |                                      |
|---------------------------------------|---------------------------------------|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text" value="75362513"/> | <input type="text" value="75486200"/> | <input type="text" value="75894015"/> | <input type="text" value="1717046"/> | <input type="text" value="1835701"/> | <input type="text" value="1906344"/> |
| <input type="text" value="75854904"/> | <input type="text" value="75916853"/> | <input type="text" value="75916930"/> | <input type="text" value="1941848"/> | <input type="text" value="1345110"/> | <input type="text" value="2251870"/> |
| <input type="text" value="75909710"/> | <input type="text" value="76005557"/> | <input type="text" value="75924082"/> | <input type="text" value="2381834"/> | <input type="text" value="2289162"/> | <input type="text" value="2081055"/> |

**Number of Properties**

Enter the total number of properties involved:

#

**Fee Amount**

Fee amount of properties listed (37 CFR 3.41):

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JoAnn M. Holmes, Esq.

September 26, 2000

Name of Person Signing

Signature

Date

**RECORDATION FORM COVER SHEET**  
**CONTINUATION**  
**TRADEMARKS ONLY**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of conveying parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

|                                       |                                       |                                       |
|---------------------------------------|---------------------------------------|---------------------------------------|
| <input type="text" value="75924715"/> | <input type="text" value="75918434"/> | <input type="text" value="75924716"/> |
| <input type="text" value="75558837"/> | <input type="text" value="75924717"/> | <input type="text" value="75303728"/> |
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| <input type="text" value="74313306"/> | <input type="text" value="73708683"/> | <input type="text" value="76030623"/> |
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| <input type="text" value="2260643"/> | <input type="text" value="1856753"/> | <input type="text" value="2304431"/> |
| <input type="text" value="2272917"/> | <input type="text" value="2298655"/> | <input type="text" value="2032523"/> |
| <input type="text" value="2122391"/> | <input type="text"/>                 | <input type="text"/>                 |
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| <input type="text"/>                 | <input type="text"/>                 | <input type="text"/>                 |

**AMENDED AND RESTATED  
CONDITIONAL ASSIGNMENT AND  
TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made as of the 30 day of June, 2000, by the Obligors referred to below in favor of the Agent, for the benefit of the Lenders (as such terms are defined below).

WHEREAS, TransCore Holdings, Inc., a Delaware corporation ("Holdings"), TransCore, Inc., a Delaware corporation ("TransCore"), TransCore ITS, Inc., a Delaware corporation ("ITS"), Viastar Holdings, Inc., a Texas corporation ("Viastar Holdings"), and Viastar Services Corporation, a Texas corporation ("Viastar Services"), were party to that certain Loan and Security Agreement, dated as of September 3, 1999, with the lenders party thereto (the "Original Lenders"), and Deutsche Financial Services Corporation, as agent for such Original Lenders (the "Original Agent"), as such Loan and Security Agreement was amended by that certain First Amendment to Loan and Security Agreement dated as of December \_\_, 1999 and that certain Waiver and Second Amendment to Loan and Security Agreement dated as of May 12, 2000 (such Loan and Security Agreement, as so amended or otherwise modified, the "Original Loan Agreement"), pursuant to which, among other things, the Original Lenders agreed to make certain loans and other financial accommodations thereunder; and

WHEREAS, the Original Agent and the Original Lenders required, as a condition to making such loans and other financial accommodations, that Holdings, TransCore, ITS, Viastar Holdings and Viastar Services grant to DFSC, for the benefit of the Lenders, a security interest in and Lien on all of their trademarks and trademark applications pursuant to that certain Conditional Assignment and Trademark Security Agreement dated as of September 3, 1999 (as amended or otherwise modified, the "Original Trademark Assignment"); and

WHEREAS, the Obligors (as defined below) desire to obtain additional financing for the consummation of further acquisitions, and therefore Holdings, TransCore, ITS, Viastar Holdings, Viastar Services, Amtech Systems Corporation, a Delaware corporation ("Amtech Systems"), AMGT Corporation, a Delaware corporation ("AMGT"), Amtech World Corporation, a Delaware corporation ("Amtech World") (Holdings, TransCore, ITS, Viastar Holdings, Viastar Services, Amtech Systems, AMGT and Amtech World are collectively referred to as the "Obligors"), certain financial institutions (collectively, the "Lenders"), LaSalle Bank National Association, as syndication agent and Harris Trust and Savings Bank, as administrative and collateral agent for the Lenders (in such capacity, the "Agent"), propose to enter into an Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement), pursuant

to which the Lenders have agreed to make certain loans and other financial accommodations available to the Obligors (the "Loans"); and

WHEREAS, the Obligors will derive substantial benefits, both directly and indirectly, from the Loans; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and to make the Loans, the Obligors have agreed to amend and restate the Original Trademark Assignment and assign to the Agent, for the ratable benefit of the Lenders, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Obligors hereby agree with the Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, each Obligor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Lenders, a security interest in such Obligor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Representations and Warranties.

Each Obligor represents and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof;

(b) The Trademarks listed on **Schedule A** constitute all of the trademark applications and registrations owned by any Obligor;

(c) Each of the Trademarks is valid and enforceable in the U.S. and the respective states thereof and all claims by others to rights in the Trademarks of which any Obligor is aware, including, without limitation, licenses, are noted on **Schedule B** attached hereto and by reference made a part hereof;

(d) Except as noted on **Schedule B**, the Obligor listed on **Schedule A** as the owner of one or more Trademarks is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, including, without limitation, covenants by such Obligor not to sue third persons and licenses;

(e) Each Obligor has made all necessary applications, filings and recordations to protect and maintain its interest in the Trademarks, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office; and

(f) Each Obligor has the unqualified right, power and authority to execute, deliver and perform this Agreement.

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, any Obligor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold (the "Goods") and services rendered (the "Services") in any Obligor's business, the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks or other marks of any Obligor which are confusingly similar to such mark, and Obligor shall give to the Agent prompt written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to any Obligor. Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Paragraph 3.

4. Modification of Agreement.

Each Obligor authorizes the Agent to modify this Agreement by amending **Schedule A** to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraph 1 or Paragraph 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Obligors. The representations and warranties of the Obligors shall be deemed to be remade and restated by each Obligor as of the date of the amendment of **Schedule A** with respect to all Trademarks listed on the amended **Schedule A** at that time.

5. Covenants of Obligors.

(a) Each Obligor covenants as follows: (i) it will maintain the high standard of quality which has become associated with the Trademarks; (ii) the Agent from time to time and upon request shall have the right to inspect samples of the Goods, the procedures and facilities

used to provide Services, the premises at which the Goods are produced and at which the Services are performed and records relating to the Trademarks at the premises where such records are kept; and (iii) the Agent shall have the right to prevent use of the Trademarks on Goods and Services which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) Each Obligor further agrees that: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the expiration of any registration of any Trademark; (ii) it shall give the Agent written notice, and a complete copy, of any sublicense of any Trademark; and (iii) all uses of the Trademarks by it or its permitted sublicensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark, each Obligor agrees to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office or in any court, to (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without limitation, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement and misappropriation proceedings and the payment of fees and taxes incurred in connection therewith. Notwithstanding the foregoing, if any Obligor determines that any such Trademark is not material to such Obligor's business, such Obligor may, with the prior written consent of the Agent, elect not to pursue any such infringement action. Each Obligor agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any expenses incurred in connection with such activities shall be borne by the Obligors, and each Obligor agrees to promptly provide the Agent with written notice of any such actions or proceedings.

(d) Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under Paragraph 3.

(e) Until all of the Obligations shall have been satisfied in full and the Commitments shall have been terminated, no Obligor will enter into any agreement which is inconsistent with the Obligors' obligations under this Agreement without the Agent's prior written consent.

## 6. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Paragraphs 1 and 3 hereof, if any Event of Default under the Loan Agreement shall have occurred, or if any Obligor fails to perform any agreement or to meet any of its obligations hereunder, upon the

election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. Each Obligor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Obligor and in the name of such Obligor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Obligor or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the Obligors to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default under the Loan Agreement shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Obligor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the terms of the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Obligors at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Obligor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Obligor, which right is hereby waived and released. Each Obligor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.



(c) Upon the occurrence of the conditional assignment provided for herein, no Obligor shall have any right, title, or interest in or to any of the Trademarks and each Obligor shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Loan Agreement, deliver to the Agent all Goods bearing the Trademarks.

7. Termination of Agreement.

At such time as the Obligors shall completely satisfy all of the Obligations and the Commitments shall have been terminated, the Agent shall execute and deliver to the Obligors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Obligors title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

8. Limitation of Liability and Indemnification.

Each Obligor hereby releases the Agent and the Lenders from, and agrees to hold the Agent and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or the Lenders' gross negligence or willful misconduct), and each Obligor agrees to indemnify the Agent and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

9. Waiver and Amendment.

(a) No course of dealing between any Obligor and the Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders, any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

10. Cumulative Rights.

All of the Agent's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or under the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or

unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

13. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Choice of Law.

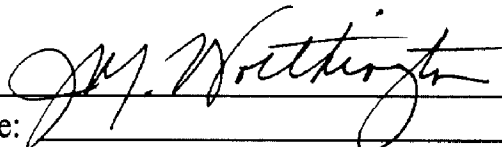
The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties hereto shall be governed by the laws of the State of Illinois regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

(Signatures On Following Pages)

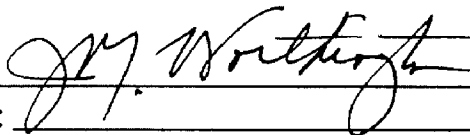
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

**OBLIGORS:**

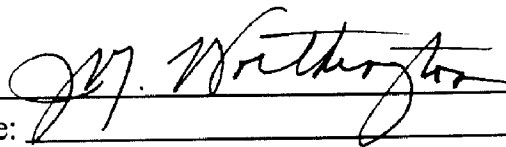
**TRANSCORE HOLDINGS, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

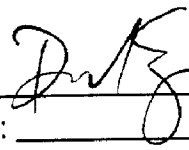
**TRANSCORE, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

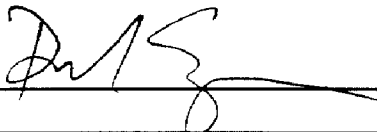
**TRANSCORE ITS, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**VIASTAR HOLDINGS, INC.**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**VIASTAR SERVICES CORPORATION**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

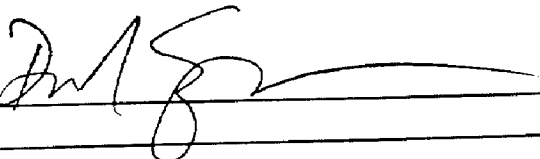
**AMTECH SYSTEMS CORPORATION**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AMGT CORPORATION**

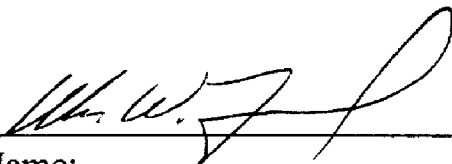
By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AMTECH WORLD CORPORATION**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**HARRIS TRUST AND SAVINGS BANK**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE B**

**LIENS AND CLAIMS OF THIRD PARTIES**

**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS AND GOODWILL**

THIS ASSIGNMENT dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, from \_\_\_\_\_, a \_\_\_\_\_ (the "Assignor"), to Harris Trust and Savings Bank, as Agent (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in **Schedule A** hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the Lenders party to the June \_\_\_\_, 2000 Amended and Restated Loan and Security Agreement among the Assignor, certain affiliates of the Assignor, the Assignee, and the lenders from time to time party thereto (the "Lenders"), all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the Lenders for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal as of the day and year first above written.

[Assignor's name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE A**

**LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS**

## Schedule A Trademarks

| Ref. No.   | Trademark No.           | Title/Mark (Class)              | File Date | Issued Date | Fees Due | Comments   |
|------------|-------------------------|---------------------------------|-----------|-------------|----------|--|
| 99-60528-9 | 1,835,701               | Syntonic                        | 6/30/93   | 5/10/94     | 5/10/04  | 8&15 Affidavit due between 5/10/00 and 5/9/01  |
| 99-60529-7 | 1,717,046               | AT/COMM                         | 3/23/90   | 9/15/92     | 9/15/02  |  |
| 99-60530-5 | Appl. No.<br>75/362,513 | Patriot Pass                    | 9/24/97   |             |          | To be abandoned  |
| 99-60531-3 | 1,906,344               | TBMS                            | 3/11/93   | 7/18/95     | 7/18/05  | 8&15 Affidavit due between 7/18/01 and 7/17/02   |
| 99-60532-1 | Suppl. 1,941,848        | Toll Business Management System | 3/11/93   | 12/12/95    | 12/12/05 | Re-apply to principal registry on 1/1/00; 8&15 Affidavit due between 12/12/01 and 12/11/02 |
| 99-60533-9 | Appl. No.<br>75/486,200 | TransCore                       | 5/1/98    |             |          | To be published for opposition on 7/4/00   |
| 00-61124-3 | Appl. No.<br>75/894,015 | TransCore & design              | 1/7/00    |             |          | Response to Office Action due 12/13/00   |
| 99-59958-1 | Appl. No.<br>75/854,904 | Auto Paso                       | 11/22/99  |             |          |  |
| 99-60534-7 | 1,345,110               | JHK & Associates & design       | 10/14/83  | 6/25/85     | 6/25/05  |  |
| 00-61480-1 | Appl. No.<br>75/916,853 | AIRTTIS                         | 2/10/00   |             |          |  |
| 00-61481-0 | Appl. No.<br>75/916,930 | CURRENTRAFFIC.COM               | 2/10/00   |             |          |  |

| Ref. No.   | Trademark No.           | Title/Mark (Class)  | File Date | Issued Date | Fees Due   | Comments  |
|------------|-------------------------|---|-----------|-------------|--|---|
| 00-61485-6 | Appl. No.<br>75/909,710 | E-ZPARK   | 2/3/00    |             |  |   |
| 00-61484-7 | Not Assigned            | TrafficTrak   | 4/5/00    |             |  |   |
| 00-61482-9 | Not Assigned            | TrafficView   | 4/5/00    |             |  |   |
| 00-61125-2 | Appl. No.<br>76/005,557 | TransCorridor   | 3/21/00   |             |  |   |
|            | 2,251,870               | "VIASTAR DIRECT"  |           | 6/8/99      | Declaration of use must be filed between 6/8/04 - 6/8/05   | Gardere & Wynne   |
|            | 2,381,834               | "VIACHEK"   | 4/19/00   | 8/29/2000   | Declaration of use must be filed between 8/29/05 - 8/29/06 | McCue & Lee PC  |
|            | Appl. No.<br>75/918,434 | "VFREIGHT"<br>Application relates to international classes 38 | 2/14/00   |             |  | McCue & Lee PC  |
|            | 75/924715               | Application filed under international classes 38 & 39         | 2/22/00   |             |  | INTENT TO USE Application filed on February 14, 2000 - An office action was mailed from the US PTO on 7/18/00 |
|            | Appl. No.<br>75/924,716 | "STAR-TAX"  | 2/22/00   |             |  | McCue & Lee PC  |
|            |                         |   |           |             |  | INTENT TO USE Application filed on February 22, 2000 An office action was mailed from the US PTO on 8/14/00   |

| Ref. No. | Trademark No.           | Title/Mark (Class) | File Date   | Issued Date | Fees Due | Comments   |
|----------|-------------------------|--------------------|---|-------------|----------|--|
|          | Appl. No.<br>75/558837  | "STARPAY"          | 8/25/98<br>Note:<br>Abandoned as<br>of October 16,<br>1999; Petition<br>for Revival<br>filed April<br>2000 and<br>granted |             |          | McCue & Lee PC<br>An office action was mailed from the US<br>PTO on 6/27/00  |
|          | Appl. No.<br>75/924,082 | "STARLINK DIRECT"  | 2/19/00   |             |          | INTENT TO USE Application filed on<br>February 19, 2000  |
|          | Appl. No.<br>75/924,717 | "TR8.com"          | 2/22/00   |             |          | McCue & Lee PC<br>INTENT TO USE Application filed on<br>February 22, 2000<br>An office action was mailed from the US<br>PTO on 8/27/00 |

| Ref. No. | Trademark No.           | Title/Mark (Class)                | File Date   | Issued Date | Fees Due | Comments  |
|----------|-------------------------|-----------------------------------|---|-------------|----------|---|
|          | Appl. No.<br>76/030,623 | "VIASTAR GOLD"                    | 4/20/00   |             |          | McCue & Lee PC<br>INTENT TO USE Application mailed on<br>April 19, 2000 |
|          | Appl. No.<br>75/303,728 | "VIASTAR"                         | 6/5/97<br>Abandoned as<br>of January 14,<br>2000; Petition<br>for Revival<br>filed May 4,<br>2000 |             |          | Gardere & Wymne   |
|          | Appl. No.<br>75/303,733 | "VIASTAR" (Name and Logo)         | 6/5/97<br>Abandoned as<br>of January 14,<br>2000; Petition<br>for Revival<br>filed May 4,<br>2000 |             |          | Gardere & Wymne   |
|          | Appl. No.<br>75/303,734 | Design Only (Star Logo)           | 6/5/97<br>Abandoned.<br>A petition to<br>revived was<br>filed with the<br>US PTO.                 |             |          | Gardere & Wymne   |
|          | Appl. No.<br>75/320787  | 'VIASTAR SERVICES<br>CORPORATION' | 7/8/97<br>Abandoned.<br>A petition to<br>revived was<br>filed with the<br>US PTO.                 |             |          | Gardere & Wymne   |

| Ref. No. | Trademark No. | Title/Mark (Class)          | File Date | Issued Date | Fees Due | Comments |
|----------|---------------|-----------------------------|-----------|-------------|----------|----------|
|          | 74/313,306    | AVID SYSTEMS                |           | 8/20/97     |          |          |
|          | 2,289,162     | AMTECH CORPORATION & Design |           | 10/26/99    |          |          |
|          | 2,081,055     | AMTECH                      |           | 7/22/97     |          |          |
|          | 73/708,683    | AMTECH                      |           | 2/1/88      |          |          |
|          | 2,260,643     | AMTECH                      |           | 7/13/99     |          |          |
|          | 1,856,753     | AMTECH BACKSCATTER          |           | 10/4/94     |          |          |
|          | 2,304,431     | AMTECH CORPORATION & Design |           | 12/28/99    |          |          |
|          | 2,272,917     | P & Design (Pass Key Logo)  |           | 8/24/99     |          |          |
|          | 2,298,655     | PASSKEY                     |           | 12/7/99     |          |          |
|          | 2,032,523     | SMARTPASS                   |           | 1/21/97     |          |          |
|          | 2,122,391     | RIDEMASTER                  |           | 12/16/97    |          |          |