

13-26-01

RECORDATION
TRADE

04-10-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101671171

Tab settings ==> v

documents or copy thereof.

To the Honorable Commissioner of Patents and Trade.

1. Name of conveying party(ies):

Antech Systems Corporation

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Second Amended & Restated Conditional Assignment & Trademark Security Agreement
- Merger
- Change of Name

Execution Date: Feb. 5, 2001

2. Name and address of receiving party(ies)

Name: Harris Trust & Savings Bank, as agent

Internal Address: _____

Street Address: 111 W. Monroe St.

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

04/09/2001 GTON11 00000244 74313306

01 FC:481 40.00 OP
02 FC:482 250.00 OP

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Laura Konrath

Signature

3/15/01

Date

Total number of pages including cover sheet, attachments, and document: 11

All documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002266 FRAME: 0447

SCHEDULE A

AMTECH SYSTEMS CORPORATION

Ref. No.	Trademark No.	Title/Mark (Class)	File Date	Issued Date	Fees Due	Comments
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AMTECH SYSTEMS CORPORATION ~~IX~~

1	74/313,306	AVID SYSTEMS		8/20/97		
2	2,289,162	AMTECH CORPORATION & Design		10/26/99		
3	2,081,055	AMTECH		7/22/97		
4	73/708,683	AMTECH		2/1/88		
5	2,260,643	AMTECH		7/13/99		
6	1,856,753	AMTECH BACKSCATTER		10/4/94		
7	2,304,431	AMTECH CORPORATION & Design		12/28/99		
8	2,272,917	P & Design (Pass Key Logo)		8/24/99		
9	2,298,655	PASSKEY		12/7/99		
10	2,032,523	SMARTPASS		1/21/97		
11	2,122,391	RIDEMASTER		12/16/97		

~~TRANSFERRED FROM ATIS~~

	Pending	ATLAS				
	Pending	AUTO TRACK				
	2292977	PHOTOPoint	9/19/95	12/16/99		
	2257361	SAFETRAX	12/9/93	6/29/99		
	1879593	ATS (corporate logo)	12/3/93	2/21/95		
	2090580	Making Safety Happen	1/22/96	8/26/97		
	1895973	AutoPatrol	12/3/93	5/30/95		

TRADEMARK

REEL: 002266 FRAME: 0448

SECOND AMENDED AND RESTATED
CONDITIONAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 5th day of February, 2001, among TRANSCORE HOLDINGS, INC., a Delaware corporation ("TransCore"), TRANSCORE, INC., a Delaware corporation ("TCI"), TRANSCORE ITS, INC., a Delaware corporation ("ITS"), VIASTAR SERVICES CORPORATION, a Texas corporation ("Viastar Services"), AMTECH SYSTEMS ORPORATION, a Delaware corporation ("Amtech Systems"), AMTECH WORLD CORPORATION, a Delaware corporation ("Amtech World"), AMGT CORPORATION, a Delaware corporation ("AMGT") and DAT ACQUISITION CORP., a Delaware corporation ("DAT"); TransCore, TCI, ITS, Viastar Services, Amtech Systems, Amtech World, AMGT and DAT are hereafter referred to individually as an "Obligor" and collectively as the "Obligors") and HARRIS TRUST AND SAVINGS BANK, as agent for the Lenders described below (the "Agent").

W I T N E S S E T H:

WHEREAS, TransCore, TCI, ITS, Viastar Services, Amtech Systems, Amtech World and AMGT were party to that certain Amended and Restated Loan and Security Agreement, dated as of June 30, 2000 (the "Existing Loan Agreement", with the lenders party thereto (the "Existing Lenders"), and Harris Trust and Savings Bank ("Harris"), as Agent for the Existing Lenders; and

WHEREAS, the Agent and the Existing Lenders required, as a condition to entering into the Existing Loan Agreement, that TransCore, TCI, ITS, Viastar Services, Amtech Systems, Amtech World and AMGT grant to Harris, for the Lenders, a security interest in and Lien on all of their trademarks and trademark applications pursuant to that certain Amended and Restated Conditional Assignment and Trademark Security Agreement dated as of June 30, 2000 (as amended or otherwise modified, the "Existing Trademark Assignment"); and

WHEREAS, the Obligors have entered into that certain Second Amended and Restated Loan and Security Agreement dated as of February 5, 2001 (as amended, supplemented and 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), with the financial institutions party thereto from time to time (the "Lenders") and the Agent; and

WHEREAS, it is a condition precedent to the Lenders' obligation to make loans under the Loan Agreement that Obligors grant to the Agent, for the benefit of the Lenders, a security interest and Lien on all of each Obligor's trademarks and trademark applications; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and to make the Loan, the Obligors have agreed to amend and restate the Existing Trademark Agreement as hereafter set forth and assign to the Agent, for the 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 listed on Schedule A, 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 listed on Schedule A; (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 listed on Schedule A, 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.

[signature pages follow]

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

OBLIGORS:

TRANSCORE HOLDINGS, INC.

By: _____
Name: CLAUDIA F WIEGAND
Title: EXECUTIVE VICE PRESIDENT

TRANSCORE, INC.

By: _____
Name: CLAUDIA F WIEGAND
Title: SENIOR VICE PRESIDENT

TRANSCORE ITS, INC.

By: _____
Name: CLAUDIA F WIEGAND
Title: SENIOR VICE PRESIDENT

VIASTAR SERVICES CORPORATION

By: _____
Name: CLAUDIA F WIEGAND
Title: VICE PRESIDENT

AMTECH SYSTEMS CORPORATION

By: _____
Name: CLAUDIA F WIEGAND
Title: VICE PRESIDENT

AMGT CORPORATION

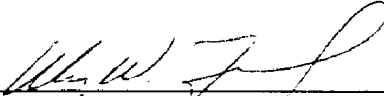
By: _____
Name: CLAUDIA F WIEGAND
Title: VICE PRESIDENT

DAT ACQUISITION CORP.

By: _____
Name: CLAUDIA F WIEGAND
Title: VICE PRESIDENT

AGENT:

HARRIS TRUST AND SAVINGS BANK

By: 
Name: Wes W. FRANCE
Title: Vice President

SCHEDULE A

LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE A

DAT ACQUISITION CORP.

SERVICE MARK LIST

DAT Services Service Marks*	U.S. PTO Status	Date Registered	Canada /Mexico	Notes
Connections That Move	Intent to Use filed with PTO 10/98; Publication in PTO Gazette 11/9/99; Statement of Use due 2/1/01			
DAT	Registered with PTO	10/26/99		
DAT Connect	Registered with PTO	10/26/99	Filed 11/11/97 in Canada with U.S. priority date of 11/18/97; Registered 9/11/00	
DATconexus	Intent to Use filed 12/13/00			
DAT Daily	Registered with PTO	10/19/99	Filed 3/98 in Canada	
DAT Dial	Registered with PTO	1/18/00	Filed 3/98 in Canada; Declaration of Use due 2/27/01	
DATInternet	Intent to Use filed 10/16/00			
DAT Partners	PTO application filed 10/98; Publication in PTO Gazette 11/2/99; Statement of Use filed 12/13/00		Filed 5/21/99 in Canada; filed 8/25/99 in Mexico	
DAT Services	Registered with PTO	3/27/90	Registered in Canada 4/7/99 - 15 year term; renewable	
DAT Services STARFAX	Registered with PTO	9/8/92		
DATXchange	Intent to Use filed 11/20/00			
Dial-A-Truck	Registered with PTO	6/11/85		
EuroDAT Services	Not registered with the US PTO, but recommend using ® in all materials		Valid in EC through 4/30/08	Registered OHIM 10/19/99
Internet Freight Services	Registered on Supplemental Register	9/29/00		

SCHEDULE A

DAT Services Service Marks*	U.S. PTO Status	Date Registered	Canada /Mexico	Notes
Loadnet	Registered with PTO	6/2/87		
MexLink	Registration filed 12/13/00			
MoreLoads	Registered with PTO	10/21/97	Notice of Acceptance for advertisement in Canadian Trademarks Journal 12/8/98	
Painless Posting	Registered with PTO	2/16/99, use ® in all materials	Submitted Declaration of Use 10/17/00	
Partner Profiles	Intent to Use filed with PTO 10/28/97; Amendment filed; pending		CA application filed 4/27/98; passed 4/99; must file declaration of use by 4/27/01	

DAT ACQUISITION CORP.

LOGOS

DAT Services Logos

U.S. PTO Status

DAT Services together w/globe logo	Filed with PTO 1/13/00; published for opposition 12/12/00
Logo (globe)	Statement of Use filed 8/30/00; pending notice of registration

Trademarks

Ref. No.	Trademark No.	Title/Mark (Class)	File Date	Issued Date	Fees Due	Comments
TRANSCORE TRADEMARKS						
99-60528-9	1,835,701	Syntonic	6/30/93	5/10/94	5/10/04	
99-60529-7	1,717,046	AT/COMM	3/23/90	9/15/92	9/15/02	
99-60530-5	Appl. No. 75/362,513	Patriot Pass	9/24/97			
99-60531-3	1,906,344	TBMS	3/11/93	7/18/95	7/18/05	
99-60532-1	Suppl. 1,941,848	Toll Business Management System	3/11/93	12/12/95	12/12/05	
99-60533-9	Appl. No. 75/486,200	TransCore	5/1/98			
00-61124-3	Appl. No. 75/894,015	TransCore & design	1/7/00			
99-59958-1	Appl. No. 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. 75/916,853	AIRTIS	2/10/00			
00-61481-0	Appl. No. 75/916,930	CURRENTRAFFIC.COM	2/10/00			

(11)

SCHEDULE A

Ref. No.	Trademark No.	Title/Mark (Class)	File Date	Issued Date	Fees Due	Comments
00-61485-6	Appl. No. 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. 76/005,557	TransCorridor	3/21/00			
VIASTAR TRADEMARKS						
	2,251,870	"VIASTAR DIRECT"		6/8/99	Declaration of use must be filed between 6/8/04 - 6/8/05	
	2,381,834	"VIACHEK"	4/19/00	8/29/2000	Declaration of use must be filed between 8/29/05 - 8/29/06	
	Appl. No. 75/918,434	"VFREIGHT" Application relates to international classes 38	2/14/00			
	75/924715	Application filed under international classes 38 & 39	2/22/00			
	Appl. No. 75/924,716	"STAR-TAX"	2/22/00			

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SCHEDULE A

Ref. No.	Trademark No.	Title/Mark (Class)	File Date	Issued Date	Fees Due	Comments
6	Appl. No. 75/558837	"STARPAY"	8/25/98 Note: Abandoned as of October 16, 1999; Petition for Revival filed April 2000 and granted			
7	Appl. No. 75/924,082	"STARLINK DIRECT"	2/19/00			
8	Appl. No. 75/924,717	"FR8.com"	2/22/00			

SCHEDULE A

Ref. No.	Trademark No.	Title/Mark (Class)	File Date	Issued Date	Fees Due	Comments
	Appl. No. 76/030,623	"VIASTAR GOLD"	4/20/00			
	Appl. No. 75/303,728	"VIASTAR"	6/5/97 Abandoned as of January 14, 2000; Petition for Revival filed May 4, 2000			
	Appl. No. 75/303,733	"VIASTAR" (Name and Logo)	6/5/97 Abandoned as of January 14, 2000; Petition for Revival filed May 4, 2000			
	Appl. No. 75/303,734	Design Only (Star Logo)	6/5/97 Abandoned. A petition to revived was filed with the US PTO.			
	Appl. No. 75/320787	"VIASTAR SERVICES CORPORATION"	7/8/97 Abandoned. A petition to revived was filed with the US PTO.			

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Ref. No.	Trademark No.	Title/Mark (Class)	File Date	Issued Date	Fees Due	Comments
AMTECH SYSTEMS CORPORATION, INC.						
	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		
TRANSCORE, INC. (BEING TRANSFERRED FROM ATS)						
	Pending	ATLAS				
	Pending	AUTO TRACK				
	2292977	PHOTOPOINT	9/19/95	12/16/99		
	2257361	SAFETRAX	12/2/93	6/29/99		
	1879593	ATS (corporate logo)	12/3/93	2/21/95		
	2090580	Making Safety Happen	1/22/96	8/26/97		
	1895973	AutoPatrol	12/3/93	5/30/95		



SCHEDULE B

LIENS AND CLAIMS OF THIRD PARTIES

None

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 Second Amended and Restated Loan and Security Agreement, dated as of February __, 2001 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: _____