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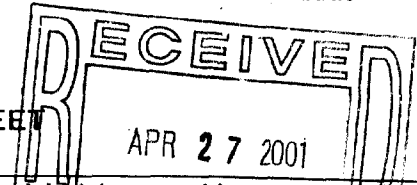
05-08-2001



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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment  
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 receiving 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

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.)

Citizenship/State of Incorporation/Organization

05/08/2001 GDM11 00000105 75577273

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
250.00 DP

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 to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, 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

TRADEMARK

REEL: 002288 FRAME: 0747

**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 Number

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="75/577,273"/>	<input type="text" value="75/899,122"/>	<input type="text"/>	<input type="text" value="2,344,823"/>	<input type="text" value="2,331,602"/>	<input type="text" value="2,314,095"/>
<input type="text" value="75/600,997"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,331,603"/>	<input type="text" value="2,294,480"/>	<input type="text"/>
<input type="text" value="75/899,123"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,334,932"/>	<input type="text" value="2,340,478"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for 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.

Frank S. Hamblett

Name of Person Signing

Signature

4/24/01

Date Signed

FIRST AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT  
(Copyrights, Trademarks and Patents)

This FIRST AMENDED AND RESTATED COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (Copyrights, Trademarks and Patents)(the "**Agreement**") is entered into as of April 15, 2001, by and between DATATRAC CORPORATION, a Georgia corporation, with its principal place of business located at 200 Hannover Park, Suite 200, Building 600, Atlanta, Georgia 30350 (together with its successors and assigns, the "**Debtor**"), and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank, having its principal place of business at 28 State Street, Boston, Massachusetts 02109 (together with its successors and assigns, the "**Secured Party**").

All capitalized terms not defined herein but defined in that certain First Amended and Restated Commercial Loan and Security Agreement - All Property, dated of even date herewith (as the same may be amended, modified, substituted, extended or restated, from time to time, the "**Loan and Security Agreement**"), by and between the Debtor and the Secured Party shall have the meanings given to such terms in the Loan and Security Agreement.

**Preliminary Statements:**

WHEREAS, pursuant to the terms and conditions of the Existing Loan Agreement, the Secured Party has agreed to lend certain sums and to extend certain credit to or for the benefit of the Debtor; and

WHEREAS, in connection the transactions contemplated by the Existing Loan Agreement, the Debtor entered into that certain Collateral Assignment and Security Agreement, dated as of February 28, 1998, by and between the Debtor and State Street Bank and Trust Company, which supplemented certain provisions of the Existing Loan Agreement, and which was subsequently assigned by State Street Bank and Trust Company to the Secured Party (said Collateral Assignment and Security Agreement, as so assigned, is hereinafter referred to as the "**Existing Collateral Assignment and Security Agreement**"); and

WHEREAS, the Debtor now requests that the Existing Loan Agreement be amended and restated in its entirety as provided for in the Loan and Security Agreement; and

WHEREAS, as a condition precedent to entering into the Loan and Security Agreement, and continuing to lend certain sums and extending certain credit to or for the benefit of the Debtor thereunder, the Secured Party has requested, among other things, that the Debtor enter into this Agreement which amends, restates and supersedes in its entirety the Existing Collateral Assignment and Security Agreement, and which supplements certain provisions contained in the Loan and Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the Existing Collateral Assignment and Security Agreement is hereby amended, restated and replaced in its entirety as follows:

1. Grant of Security and Collateral Assignment. The Debtor, in addition to and as a supplement to the Loan and Security Agreement, hereby grants, assigns, conveys and transfers to the Secured Party the following, all whether now owned or hereafter acquired, and whether now existing or hereafter arising (collectively, the "**Related Collateral**"):

(a) The Debtor hereby grants to the Secured Party a security interest in and lien upon all of the right, title and interest of the Debtor in and to

(i) all copyrights, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office (the "**Copyright Office**") or in any similar office or agency of the United States or any State thereof, all whether now owned or hereafter acquired, including, but not limited to, those described in Schedule 1 attached hereto and made a part hereof (as the same may be amended from time to time, "**Schedule 1**") and all renewals and extensions thereof, and all rights and interests under or pursuant to licensing or other agreements in favor of the Debtor pertaining to the foregoing (all of the foregoing being herein referred to collectively as the "**Copyrights**"), together with all proceeds (including without limitation royalties and proceeds of infringement suits) of, and rights and remedies relating to or arising out of, any of the foregoing, including without limitation the right (but not the obligation) to sue and recover for past, present and future infringements, in the name of the Debtor or (in the sole discretion of the Secured Party) in the name of the Secured Party, and the right (but not the obligation) to prosecute applications for Copyrights, and all other rights (but not obligations) corresponding or pertaining to any of the foregoing (throughout the world); and

(ii) all trademarks, trade names, trade styles, service marks, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office (the "**PTO**") or in any similar office or agency of the United States or any State thereof, all whether now owned or hereafter acquired, and whether now existing or hereafter arising, including, but not limited to, those described in Schedule 1 hereto, and all reissues, extensions or renewals thereof, and all rights and interests under or pursuant to licensing or other agreements in favor of the Debtor pertaining to the foregoing (all of the foregoing being herein referred to, collectively, as the "**Trademarks**"), together with all good will of the Debtor associated with the Trademarks and all products and proceeds of, and all rights and remedies relating to or arising out of, any of the foregoing, including without limitation the right (but not the obligation) to sue and recover for past, present and future infringements, in the name of the company or (in the sole

discretion of the Secured Party) in the name of the Secured Party, and the right (but not the obligation) to prosecute applications for Trademarks, and all other rights (but not obligations) corresponding or pertaining to any of the foregoing (throughout the world); and

(b) the Debtor hereby grants, assigns, transfers and conveys to the Secured Party, by way of collateral security, all of the Debtor's right, title and interest in and to all letters patent, and all applications therefor and registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the PTO or in any similar office or agency of the United States or any State thereof, and all rights and interests under or pursuant to licensing or other agreements in favor of the Debtor pertaining to the foregoing, all whether now owned or hereafter acquired, including, but not limited to, those described in Schedule 2 attached hereto and made a part hereof (as the same may be amended from time to time, "**Schedule 2**"), and all reissues, divisions, continuations, continuations-in-part or extensions thereof and all licenses thereof (all of the foregoing being herein referred to, collectively, as the "**Patents**"), together with all proceeds of, and rights and remedies relating to or arising out of, any of the foregoing, including without limitation the right (but not the obligation) to sue and recover for past, present and future infringements in the name of the Debtor or (in the sole discretion of the Secured Party) in the name of the Secured Party, the right (but not the obligation) to prosecute applications for Patents, all other rights (but not obligations) corresponding or pertaining to any of the foregoing (throughout the world).

2. Security for Obligations. This Agreement and the Related Collateral secure the payment of all of the Obligations.

3. Representations and Warranties. The Debtor represents and warrants as follows:

(a) The Debtor owns the Trademarks, Copyrights and Patents free and clear of any lien, security interest, charge or encumbrance except for (i) the security interest created by this Agreement (and the Loan and Security Agreement), and (ii) the Permitted Encumbrances. No effective financing statement or other similar instrument covering all or any part of the Related Collateral is on file in any recording office (except (i) as may have been filed in favor of the Secured Party relating to this Agreement or the Loan and Security Agreement; and (ii) in respect of the Permitted Encumbrances).

(b) The execution and delivery of this Agreement by the Debtor has been duly authorized by all necessary corporate (or other applicable) action, this Agreement has been executed and delivered by a duly authorized officer of the Debtor and this Agreement constitutes the legal, valid and binding obligation of the Debtor, duly enforceable against the Debtor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the rights of creditors or by general equitable principles.

(c) Except as set forth in the Master Disclosure Schedule to the Loan and Security Agreement, the Debtor has the right to enter into this Agreement and perform its terms and nothing herein violates or constitutes a breach of the terms of any license or

similar agreement relating to or governing any of the Trademarks, Copyrights or Patents (except to the extent any such breach has been duly waived in writing).

(d) This Agreement will create in favor of the Secured Party a valid and perfected first priority security interest in the Related Collateral upon making the filings referred to in subsection (e) below.

(e) Except for the filing of financing statements under the Uniform Commercial Code (to be filed in connection with the execution and delivery of the Loan and Security Agreement) and the filing hereof with the PTO, in the case of Trademarks and Patents, and with the Copyright Office in the case of Copyrights, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Debtor of the security interest and assignment granted hereby (or for the effectiveness thereof), or for the execution, delivery and performance of this Agreement by the Debtor, or (2) for the perfection of or the exercise by the Secured Party of any of its rights and remedies hereunder. The Debtor acknowledges that an executed counterpart of this Agreement will be recorded by the Secured Party with the PTO and with the Copyright Office. With respect to the "ETRAC.NET" wordmark and related logo, Comair Holdings, Inc. is using the word "ETRAC" and a related logo in connection with the provision of an online shipment tracking system for the airfreight industry. Except as otherwise provided above, and to the best of the Debtor's actual knowledge, there is no infringement by others of the Trademarks, Copyrights and Patents, and no claim has been made that the use of any of the Trademarks, Copyrights or Patents does or may violate the rights of any third person. To the best of the Debtor's actual knowledge, there is no infringement by the Debtor of the trademark rights, copyrights or patent rights of others.

#### 4. After-Acquired Trademarks, Copyrights and Patents.

(a) If, before the Obligations shall have been finally paid and satisfied in full, the Debtor shall obtain any right, title or interest in or to, or become entitled to the benefit of, any Trademarks or Copyrights other than those listed on Schedule 1 (collectively "**Future Trademarks and Copyrights**"), or any Patents other than those listed on Schedule 2 (collectively, "**Future Patents**"; and collectively with Future Trademarks and Copyrights, "**Future Rights**") the provisions of this Agreement shall automatically apply thereto and the Debtor shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to transfer a first priority perfected security interest therein to the Secured Party as collateral security for the Obligations. Without limiting the foregoing: (i) the Debtor agrees that upon the filing of any application for the registration, recording or issuance of any Future Rights with the PTO or Copyright Office or any similar office or agency, the Debtor shall promptly notify the Secured Party thereof and shall execute and deliver any and all assignments, agreements, instruments, documents and papers as the Secured Party may reasonably require to evidence, confirm, perfect and preserve the Secured Party's interest in such Future Trademarks and the goodwill and general intangibles of the Debtor relating thereto or represented thereby, and other Future Rights, as applicable.

(b) With notice thereof to the Debtor, the Debtor authorizes the Secured Party to modify this Agreement, without the necessity of the Debtor's further approval or signature, by amending Schedule 1 to include any Future Trademarks and Copyrights and by amending Schedule 2 to include any Future Patents.

(c) The Debtor shall, in the exercise of its reasonable business judgment, prosecute diligently any applications of the Trademarks, Copyrights and Patents pending as of the date of this Agreement or thereafter, make application for unregistered but valuable trademarks and copyrights, and unpatented but reasonably patentable inventions, and preserve and maintain all of its rights in the Trademarks, Copyrights and Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents, Copyrights and Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the Debtor. The license granted by the Secured Party to the Debtor under Section 8 hereof shall include all rights necessary to prosecute any such Patent applications and the Secured Party agrees to execute any documents reasonably necessary to confirm such appointment and requested by the Debtor. Upon the occurrence and during the continuance of any Event of Default, the Secured Party may terminate such license by sending written notice of termination to the Debtor.

5. Debtor Responsibility to Enforce and Protect. The Debtor shall retain and assume full and complete responsibility for the prosecution, protection, grant, enforcement and use of the Trademarks, Copyrights and Patents, and the Debtor shall take such actions (including but not limited to institution of legal proceedings) as may be necessary to properly maintain, protect, preserve, and enforce the Trademarks, Copyrights and Patents in the Debtor's reasonable business judgment. Without limiting the foregoing: (i) the Debtor (either itself or through license) will continue to use the Trademarks on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force, free from any claim of abandonment for nonuse, except that the Debtor may abandon any Trademarks in the ordinary course of business which, in the determination of the Debtor, are no longer necessary or desirable in the conduct of its business; and (ii) the Debtor will take all necessary steps in any proceeding before the PTO, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain each application and registration of its Trademarks, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings and (iii) the Debtor agrees that it will not do any act, or omit to do any act, whereby the Patents, Copyrights or Trademarks may become abandoned provided, however, that the Debtor may abandon any Patents, Copyrights or Trademarks in the ordinary course of business which, in the determination of the Debtor, are no longer necessary or desirable in the conduct of its business.

6. Adverse Determination. Promptly upon obtaining knowledge thereof, the Debtor will notify the Secured Party in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or Copyright Office or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks, Copyrights or Patents, or the Debtor's rights, title or interests therein or thereto, and of any event

which materially adversely affects the value of any of the Trademarks, Copyrights or Patents or the rights or ability of the Debtor or the Secured Party to sell or dispose of any of the Trademarks, Copyrights or Patents in accordance with the terms of the Loan and Security Agreement or this Agreement, as applicable, or the rights and remedies of the Secured Party in relation thereto.

7. Negative Pledge. Except as otherwise expressly permitted in the Loan and Security Agreement, the Debtor shall not mortgage, pledge, assign (whether consensually or by operation of law or otherwise), encumber, grant a security interest in or lien upon, sell, transfer or otherwise dispose of or convey any of the Related Collateral, and shall not license any interest in any of the Related Collateral, except (i) licenses granted in the ordinary course of business in arms-length transactions and for the benefit of the Debtor, or (ii) with the Secured Party's prior express written consent. The Debtor will not enter into any agreement or arrangement that would violate or breach, or cause the Debtor to violate or breach, any material term of this Agreement.

8. License To the Debtor of Patent Rights.

(a) Unless and until there shall have occurred and be continuing an Event of Default and the Secured Party has notified the Debtor that the license granted hereunder is terminated, the Secured Party hereby grants back to the Debtor the sole and exclusive, nontransferable, royalty-free, worldwide right and license under the Patents to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents, for the Debtor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Secured Party by the Debtor hereby. The Debtor agrees not to sell, assign or sublicense its interest in the license granted to the Debtor in this paragraph, except (i) sub-licenses granted in the ordinary course of its business in arms-length transactions and for the benefit of the Debtor, or (ii) with the prior written consent of the Secured Party. Any such sublicense granted on or after the date hereof shall be terminable by the Secured Party upon termination of the Debtor's license hereunder, and the Debtor shall include a provision to such effect in any such sublicense.

(b) The Debtor shall have the right to bring suit or other action in the Debtor's own name to enforce the Patents and any licenses thereof. The Secured Party may be required to join in such suit or action as may be necessary (but only to the extent necessary) to assure the Debtor's ability to bring and maintain any such suit or action in any proper forum, if and so long as the Secured Party is reasonably satisfied that such joinder will not subject the Secured Party to any cost, expense or risk of liability for which it is not indemnified and secured in full and to its satisfaction. The Debtor shall promptly, upon demand, hold harmless, defend, reimburse and indemnify the Secured Party for all damages, losses, liabilities, claims, costs and expenses, including but not limited to legal fees and expenses, incurred or suffered by the Secured Party pursuant to this paragraph.



9. Rights and Remedies Upon Default.

(a) If any Event of Default shall have occurred and be continuing, then upon notice by the Secured Party to the Debtor: The Debtor's license with respect to the Patents as set forth in Section 8 hereof shall terminate; the Debtor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents, and from the use of the Trademarks and Copyrights; and the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, the Loan and Security Agreement and any of the other Financing Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts. Without limiting the generality of the foregoing, the foregoing rights and remedies of the Secured Party shall include, but are not limited to, the right to sell, liquidate, license or otherwise dispose of the Trademarks, Copyrights, Patents or other Related Collateral, or any portion or portions thereof, at public or private sale, or otherwise in a commercially reasonable manner to realize upon the whole or any part of the Related Collateral, or any interest which the Debtor may have therein, and after deducting from the proceeds of such sale, liquidation, license or other disposition all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale, license or other disposition of the Related Collateral shall be given to the Debtor at least ten (10) days before the time that any intended public sale or other disposition is to be made or after which any private sale or other disposition may be made, which the Debtor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permitted under applicable law, purchase or license the whole or any part of the Related Collateral or interests therein sold or licensed.

(b) If any Event of Default shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint the Secured Party (and any officer or agent of the Secured Party as the Secured Party may select in its exclusive discretion) as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Trademarks, Copyrights, Patents or other Related Collateral, to grant or issue any exclusive or nonexclusive license under or with respect to any Related Collateral to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Related Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Debtor is obligated to execute and do hereunder, and to file, register and record any such instrument in any public office as may be necessary or appropriate to carry out the terms hereof. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Secured Party from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Secured Party under this power of attorney (except for any such action arising out of the Secured Party's actual bad faith, willful misconduct, gross negligence

or a violation of law). This power of attorney shall be irrevocable for the duration of this Agreement.

10. Costs of Collection and Enforcement. Any and all fees, costs and expenses, of whatever kind or nature (including without limitation reasonable attorney's fees and legal expenses) paid or incurred by the Secured Party in connection with the preparation of this Agreement and consummation of the transactions contemplated hereby, the filing or recording of this Agreement or any related documents (including payment of all related fees and taxes in connection therewith) in public offices, the payment or discharge of any liens or other encumbrances upon any of the Related Collateral, or otherwise in connection with protecting, maintaining, perfecting, enforcing, exercising or preserving the Secured Party's rights and interests in the Related Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to Secured Party's rights and interest in the Related Collateral (or any confirmation of the foregoing), shall be borne and paid by the Debtor to the Secured Party upon demand by the Secured Party (collectively, "**Costs of Collection**"). Costs of Collection shall be part of the Obligations secured by this Agreement and the Related Collateral.

11. Waiver. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Loan and Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be effective unless, and then only to the extent, expressly made in writing.

12. Cumulative Rights. All of the Secured Party's rights and remedies with respect to the Related Collateral, whether established hereby or by the Loan and Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Loan and Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in the Related Collateral granted to the Secured Party under the Loan and Security Agreement.

13. 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 clause or provision of this Agreement in any jurisdiction.

14. Amendment. This Agreement is subject to modification or amendment only by a writing signed by each of the parties (except as provided in Section 4(b) hereof, which entitles the Secured Party to modify Schedule 1 and Schedule 2 from time to time).

15. Successors and Assigns. 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.

16. Counterparts. This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against which enforcement is sought.

17. Further Assurances. The Debtor agrees that from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party reasonably may request, in order to perfect and protect any security interests granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Related Collateral. In addition, the Debtor will furnish the Secured Party from time to time statements and schedules further identifying and describing the Related Collateral and such other reports in connection with the Related Collateral as the Secured Party may reasonably request, all in reasonable detail.

18. Application of Proceeds. All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Related Collateral may, in the reasonable discretion of the Secured Party, be held by the Secured Party as collateral for, and then or at any time thereafter applied in whole or in part against, all or any part of the Obligations, in such legally-permissible order as the Secured Party shall elect. Any surplus of cash or cash proceeds from the liquidation of Related Collateral held by the Secured Party and remaining after payment in full of all the Obligations and termination of all commitments (if any) and obligations (if any) on the part of the Secured Party under or pursuant to the Loan and Security Agreement and all of the other Financing Documents, shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus.

19. Secured Party Duties. The powers and rights conferred on the Secured Party hereunder are solely to protect its interest in the Related Collateral and shall not impose any duty upon it to exercise any such powers or rights. Except for the safe custody of any Related Collateral in its actual physical possession and the accounting for monies actually received by it hereunder, the Secured Party shall have no duty as to any Related Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Related Collateral.

20. Indemnity. The Debtor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities that the Secured Party may sustain or incur or grow out of or result from this Agreement (including, without limitation, enforcement of this Agreement), or the rights and interests granted to the Secured Party hereunder (or under the Loan and Security Agreement) in the Trademarks, Copyrights, Patents and other Related Collateral, or the exercise or enforcement of any of the rights of the Secured Party hereunder, or the failure by the Debtor to perform or observe any of the provisions hereof, except any claims, losses or liabilities resulting from the Secured Party's actual bad faith, willful misconduct, gross negligence or a violation of law

21. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Obligations and termination of all commitments (if any) and obligations (if any) on the part of the Secured Party under or pursuant to the Loan and Security Agreement and all of the other Financing Documents (other than the Unknown Obligations), (ii) be binding upon the Debtor and its successors and assigns and (iii) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns. Upon the payment in full of the Obligations and termination of all commitments (if any) and obligations (if any) on the part of the Secured Party under or pursuant to the Loan and Security Agreement and all of the other Financing Documents (other than the Unknown Obligations), the security interest granted hereby shall terminate and all rights to the Related Collateral shall revert to the Debtor. Upon any such termination, the Secured Party will, at the Debtor's expense, execute and deliver to the Debtor such document as the Debtor shall reasonably request to evidence such termination.

22. Governing Law; Sealed Instrument. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without regard to its conflict of laws rules), except to the extent that perfection or the effect of perfection or non-perfection of any of the security interests hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the Commonwealth of Massachusetts. This Agreement shall take effect as a sealed instrument.

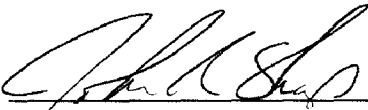
23. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

24. Entire Agreement. This Agreement, together with the schedules hereto, contains the entire agreement of the parties as to the subject matter expressly covered hereby, subject to the terms hereof.

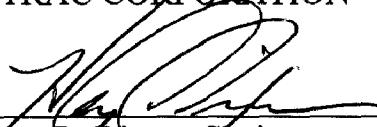
**[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

WITNESS

  
Name: John R. SHARP

DATATRAC CORPORATION

By:   
Henry D. Dixon, Chairman

WITNESS

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

CITIZENS BANK OF MASSACHUSETTS

By: \_\_\_\_\_  
Steven C. Petrarca,  
Assistant Vice President

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

WITNESS

DATATRAC CORPORATION

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

By: \_\_\_\_\_  
Henry D. Dixon, Chairman

WITNESS

CITIZENS BANK OF MASSACHUSETTS

*Brenda Moore*  
Name: *Brenda Moore*

By: \_\_\_\_\_  
Steven C. Petrarca,  
Assistant Vice President

STATE OF GEORGIA

Fulton County, ss.

April 13, 2001

Then personally appeared the above-named Henry D. Dixon, as Chairman of Datatrac Corporation, and acknowledged the foregoing to be his free act and deed, and the free act and deed of aforesaid Datatrac Corporation, before me.

William L. Douglas  
Notary Public ~~William L. Douglas~~  
~~Notary Public, Cobb County, Georgia~~  
~~My Commission Expires April 9, 2004~~  
Print Name of Notary Public  
My Commission Expires: 4/9/2004  
[AFFIX NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April \_\_, 2001

Then personally appeared the above-named Steven C. Petrarca, as Assistant Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing to be his free act and deed, and the free act and deed of Citizens Bank of Massachusetts, before me.

\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
Print Name of Notary Public  
My Commission Expires: \_\_\_\_\_  
[AFFIX NOTARIAL SEAL]

STATE OF GEORGIA

Fulton County, ss.

April \_\_, 2001

Then personally appeared the above-named Henry D. Dixon, as Chairman of Datatrac Corporation, and acknowledged the foregoing to be his free act and deed, and the free act and deed of aforesaid Datatrac Corporation, before me.

\_\_\_\_\_  
Notary Public

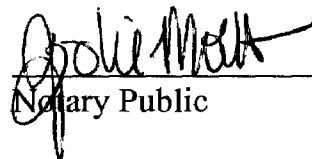
\_\_\_\_\_  
Print Name of Notary Public  
My Commission Expires: \_\_\_\_\_  
**[AFFIX NOTARIAL SEAL]**

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

April 16, 2001

Then personally appeared the above-named Steven C. Petrarca, as Assistant Vice President of Citizens Bank of Massachusetts, and acknowledged the foregoing to be his free act and deed, and the free act and deed of Citizens Bank of Massachusetts, before me.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name of Notary Public **MY COMMISSION EXPIRE**  
My Commission Expires: \_\_\_\_\_ **MARCH 15, 2007**  
**[AFFIX NOTARIAL SEAL]**



FIRST AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT  
(Copyrights, Trademarks and Patents)

By and Between

DATATRAC CORPORATION  
(the "**Debtor**")

and

CITIZENS BANK OF MASSACHUSETTS  
(the "**Secured Party**")

**Schedule 1**

A. The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Debtor:

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration Number</u></b>	<b><u>Date of Registration</u></b>
COPS	N/A	2,344,823	04/25/00
COPS (stylized letters)	N/A	2,331,603	03/21/00
STATIS	N/A	2,334,932	03/28/00
STATIS (stylized letters)	N/A	2,331,602	03/21/00
OTIS	N/A	2,294,480	11/23/99
OTIS (stylized letters)	N/A	2,340,478	04/11/00
OTIS (car design)	N/A	2,314,095	02/01/00
MIDAS	75/577,273.	N/A	N/A
MIDAS (stylized letters)	75/600,997.	N/A	N/A
ETRAC.NET	75/899123.	N/A	N/A
ETRAC.NET (design)	75/899123	N/A	N/A

B. The following copyrights are registered with, and following copyright applications are pending with, the United States Copyright Office:

NONE

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FIRST AMENDED AND RESTATED  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT  
(Copyrights, Trademarks and Patents)

By and Between

DATATRAC CORPORATION  
(the "**Debtor**")

and

CITIZENS BANK OF MASSACHUSETTS  
(the "**Secured Party**")

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**Schedule 2**

The following letters patent which have been issued by, and the following patent applications on file with, the United States Patent and Trademark Office are owned by the Debtor:

NONE

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