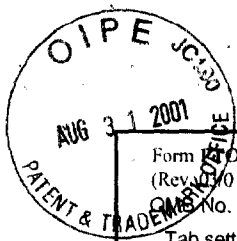


12-05-2001



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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form **PTO-1594**
(Rev. 07/01)
PMS No. 0651-0027 (exp. 5/31/2002)
Tab settings $\Rightarrow \Rightarrow \Rightarrow$

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
American Traffic Systems, Inc. *09/31/01*

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

2. Name and address of receiving party(ies)
TransCore, Inc.

Name: _____
Internal _____
Address: _____

Street Address: 8158 Adams Dr., Liberty Centre, Bldg. 200
Hummelstown
City: _____ State: PA Zip: 17036

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Correction of Reel/Frame

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

Execution Date: 6/30/00 00230870499

to correct the state of incorporation

4. Application number(s) or registration number(s): *for conveying party.*

A. Trademark Application No.(s)
76/193,093

B. Trademark Registration No.(s) 1,895,973;
2,090,580; 1,879,593; 2,257,361;
2,292,977

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael J. Smith, Esquire

6. Total number of applications and registrations involved: 6

Internal Address: _____

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed
 Authorized to be charged to deposit account

Street Address: Blank Rome Comisky & McCauley LLP

8. Deposit account number:
02-2555

One Logan Square

City: Philadelphia State: PA Zip: 19103

(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.

Michael J. Smith, Esquire
Name of Person Signing

Michael J. Smith
Signature

8/28/01

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/17/2001 DBYRNE 00000030 76193093

01 FC:481
02 FC:482

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50.00 OP

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12/05/2001 DBYRNE

01 FC:482

TRADEMARK
REEL: 002377 FRAME: 0866



APPENDIX 1.9(a)

ATS INTELLECTUAL PROPERTY RIGHTS ASSIGNED

U.S. Patents

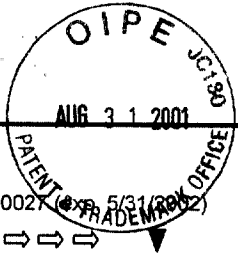
Patent Description	Patent No.	Status
Traffic Monitoring System	U.S. Patent No. 5,935,190	Issued
High Speed Camera	U.S. Application No. 08/252,575	Issued
Annotation of Film with Fiber Optics	U.S. Application No. 08/251,977	Pending
ATLAS Violation Processing System Software		

Australian Patents

Patent Description	Patent No.	Status
Traffic Monitoring System	Australian Patent No. 20354/95	Issued
High Speed Camera	Australian Patent No. 709514	Issued
Annotation of Film with Fiber Optics	Australian Patent No. 20355/95	Issued
ATLAS Violation Processing System Software		

U.S. Trademarks

Trademark	Trademark No.	Status
AUTOPATROL	Registration No. 1,895,973	Registered
MAKING SAFETY HAPPEN	Registration No. 2,090,580	Registered
ATS Corporate Logo	Registration No. 1,879,593	Registered
SAFETRAX	Registration No. 2,257,361	Registered
PHOTOPOINT	Registration No. 2,292,977	Registered
ATLAS	Serial No. 76/193,093	Pending
AUTOTRACK		Common Law Trademark



06-06-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): 5-31-01
 American Traffic Systems, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: TransCore, Inc.
 Internal Address: _____
 Street Address: 8158 Adams Drive, Bldg. 200
 City: Hummelstown State: PA Zip: 17036

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

May 31 2001

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 6/30/00

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/193,093

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2,090,580; 1,879,593; 2,257,361
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Street Address: Blank Rome Comisky & McCauley LLP
One Logan Square
 City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41)..... \$165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2555

(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.

Michael J. Smith, Esquire *Michael J. Smith* 5/31/2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE 1.9(a)

ATS TECHNOLOGY AND TRADEMARK

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment Agreement") is entered into this 30 day of June, 2000 by and between American Traffic Systems, Inc. ("ATS") and TransCore, Inc ("TransCore").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, ATS and TransCore hereby agree as follows:

1.0 Subject to the terms and conditions hereof and the Asset Purchase Agreement ("AP Agreement") by and between ATS and TransCore, Inc. ATS hereby sells, transfers, conveys, assigns, and sets over all right, title and interest in and to the Intangible Property described in Appendix 1.9(a) including, but not limited to trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, and any goodwill associated with the foregoing listed on Schedule 1.9(a), pending, registered and common law rights in confidential and trade secret materials, source code, and those U.S. Patents listed on Schedule 1.9(a) (collectively "Patents") and all divisions, renewals, reissues, extensions and continuations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements, all patent applications which may hereafter be filed for said Patents in any foreign country or countries, and copyrights ("Proprietary Information"), inventions, improvements, derivative works, methods, processes, ideas, concepts, works of every nature, computer programs, masked works, drawings, specifications, technical data, instructions, correspondence and private technical discussions and memoranda relating to technical matters pertaining to the Intangible Property to TransCore, its successors, legal representatives and assigns.

1.1 ATS shall cooperate with and provide TransCore with all executed documents necessary to effectuate, perfect and/or record this Assignment of Intangible Property including but not limited to U.S. Patents and U.S. and foreign Patent Applications and any Intangible Property listed on Schedule 1.9(a) to TransCore, its successors, legal representatives and assigns in the United States Patent and Trademark Office, or any foreign or state government offices or agencies.

All further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other legal documents as TransCore may reasonably request to fully effectuate this Assignment and to permit TransCore to be duly recorded as the registered owner of the Intangible Property, including but not limited to Patents, and all other rights conveyed.

1.2 In consideration of the rights granted under this Assignment Agreement, ATS has received adequate compensation, the receipt and sufficiency of which ATS hereby acknowledges.

1.3 ATS hereby represents and warrants to TransCore that with respect to all portions of the Intangible Property, (i) ATS is the sole and exclusive owner thereof or has the right to transfer, convey and assign such, and (ii) that to the best of its knowledge the manufacture, use, sale or offer for sale by TransCore of systems or methods described by the

Intangible Property will not infringe, breach or constitute a misappropriation of the intellectual property or other proprietary or contractual rights of any third party.

1.4 ATS shall at its expense, defend, indemnify and hold harmless TransCore from and against any claim that the manufacture, use, sale or offer for sale by TransCore of systems or methods described by the Intangible Property infringes any copyright, trade secret, patent or other intellectual property right of any third party and will pay any costs, damages and reasonable attorney fees finally awarded against TransCore as a result of any such claim, provided that (i) TransCore gives ATS prompt written notice of any such claim, (ii) ATS has the right to control the defense or settlement of such claim, and (iii) TransCore cooperates in the defense or settlement of such claim. In the event that TransCore cannot manufacture, use, sell or offer for sale any system or method described by the Intangible Property without infringing a third party's right due to any such claim, ATS will pay for one of the following at ATS' option: replacing, redesigning, or licensing a new system for TransCore which performs substantially the same functions as the infringing property. The foregoing indemnification does not extend to any claim arising out of a modification or derivative work by TransCore of the Intangible Property but only to the extent such claim would not have arisen had such modification or derivative work not been made.

1.5 The assignment granted hereunder shall be governed and construed in accordance with the laws applicable within the state of Delaware, without regard to such state's choice of law or conflicts of law provisions.

1.6 If any provision of this Assignment Agreement is declared to be invalid, illegal or unenforceable, such provision or part thereof which is necessary to render the provision valid, legal and enforceable, shall be severed from the Assignment Agreement and the other provisions or the remaining parts of that provision shall remain in full force and effect.

1.7 This Assignment Agreement together with any applicable provisions in the AP Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect to this subject matter. Except as expressly set out in this Assignment Agreement, there are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Assignment Agreement.

1.8 Except as otherwise provided herein, the remedies expressly stated in this Assignment Agreement shall be in addition to and not in substitution for those generally available at law or in equity.

1.9 No waiver of any provisions of this Assignment Agreement by a party shall be enforceable against that party unless it is in writing and signed by an authorized officer of that party.

1.10 This Assignment Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

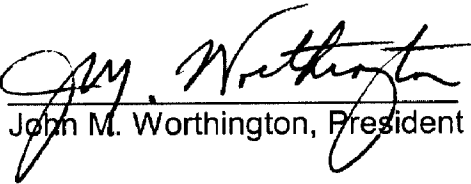
1.11 No provision of this Assignment Agreement shall be interpreted for or against any party hereto on the basis that such party was the draftsman of such provision; and no presumption or burden of proof shall arise disfavoring or favoring any party by virtue of the authorship of any of the provisions of this Assignment Agreement.

In witness whereby the undersigned have executed this Assignment Agreement as of the day first written above.

AMERICAN TRAFFIC SYSTEMS, INC.

By: 
James D. Tuton, President

TRANSCORE, INC.

By: 
John M. Worthington, President