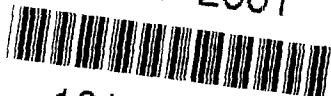


10-19-2001



101880229

COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

4

ab semnos = = =

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

Name of conveying party(ies):

Harris Trust and Savings Bank

109 J

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

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

Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Release of Security Interest in  
Trademarks

Execution Date: September 10, 2001

2. Name and address of receiving party(ies)

Name: Transcore ITS, Inc.

Internal Address: \_\_\_\_\_

Street Address: 8158 Adams Drive

City: Hummelstown State: PA ZIP: 17036

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,345,110

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40

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)

10/18/2001 BBYRNE 00000104 1345110

DO NOT USE THIS SPACE

01 FC:481 40.00

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

10/2/01

Date

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

All documents to be recorded with required cover sheet information **TRADEMARK**

REEL: 002385 FRAME: 0072

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This release of lien in trademarks (this "Release"), is made as of this 10 day of September 2001, by HARRIS TRUST AND SAVINGS BANK ("Secured Party").

### WITNESSETH:

WHEREAS, Secured Party and TRANSCORE ITS, INC., a Delaware corporation (the "Obligor") are parties to a Second Amended and Restated Loan and Security Agreement dated as of February 5, 2001 (as amended by the First Amendment to Second Amended and Restated Loan and Security Agreement dated as of July 20, 2001 and Second Amendment to Second Amended and Restated Loan and Security Agreement dated as of September 10, 2001, and as may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), which Loan Agreement provided for, among other things, (a) for Secured Party and the other lenders (the "Lenders") party thereto, to, from time to time, extend credit to or for the account of Obligor, and (b) for the grant by Obligor to Secured Party of a security interest in substantially all of Obligor's assets, including, without limitation, the patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Obligor;

WHEREAS, in order to evidence the security interest created by the Loan Agreement, Obligor executed a certain Second Amended and Restated Conditional Assignment and Trademark Security Agreement dated as of February 5, 2001 (the "Security Agreement") in favor of Secured Party which Security Agreement was recorded on March 26, 2001 in Reel 002266, Frame 0388 of the United States Patent and Trademark Office; and

WHEREAS, Obligor desires to transfer all of the patents, patent applications, trademarks, trademark applications, tradenames, service marks, and service mark applications owned by Obligor to an affiliate of Obligor; and

WHEREAS, Secured Party desires to release the lien and security interest created by the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency and adequacy of which are hereby acknowledged, Secured Party hereby releases and discharges all liens, security interest, assignments and other rights, titles and interest held by Secured Party to secure payment and performance of the Loan Agreement created by the Security Agreement, and the patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, good will and licenses of Obligor encumbered by the Security Agreement, including without limitation the trademark registration more particularly described on Exhibit A hereto, from any and all such liens, security interests and assignments, and other rights, titles and interests.

This release shall be binding upon Secured Party and Secured Party's successors and assigns and shall inure to the benefit of Obligor and Obligor's successors and assigns, including but not limited to, any present or future owner of any interest in the property.

Executed on September 10, 2001.

**HARRIS TRUST AND SAVING BANK**

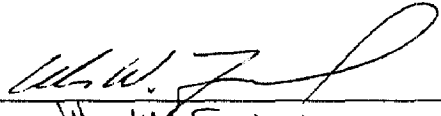
By:   
Name: WAS W. FRANELL  
Title: Vice President

EXHIBIT A

U.S. Trademark Registration

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
JHK & ASSOCIATES	1,345,110	06/25/85