PTO-1594
(6-93)
No. 0651-0011 (exp. 4/94)

REC 01-28-2002 HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ab settings

101961645

To the Honorable Commissioner of Pat ... ached original documents or copy thereof.

Name of conveying party(ies):

TC (Bermuda) License, Ltd. 1.16.02

Individual(s) ☐ Association
General Partnership ☐ Limited Partnership
Corporation-State
X Other A Bermuda Company limited by shares

ditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No.

Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Third Amended and Restated Conditional Assignment & Trademark Security Agreement

ecution Date: September 10, 2001

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as agent

Internal Address:

Street Address: 111 W Monroe

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

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

A. Trademark Application No.(s)

2289162

B. Trademark Registration No.(s)

JAN 16 2002

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: 71

7. Total fee (37 CFR 3.41) $ 1,790

☒ 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)

01/25/2002 TDIAZ1 00000171 2289162
01 FC:481 40.00 OP
02 FC:482 1750.00 OP

DO NOT USE THIS SPACE

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
Name of person signing

Signature

10/15/01
Date

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

Mail documents to be recorded with required cover sheet information to:

TRADEMARK
REEL: 002424 FRAME: 0281

Continuation Item 4

SCHEDULE A

LISTING OF U.S.TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations owned by TBL

	U.S. Trademark	Registration Number	Registration Date
1	A AMTECH CORPORATION and Design	2,289,162	October 26, 1999
2	A AMTECH CORPORATION and Design	2,304,431	December 28, 1999
3	AMTECH	2,081,055	July 22, 1997
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MEXLINK	76/182,870	December 13, 2000
Miscllaneous Design	75/303,734	June 5, 1997
PARTNER PROFILES	75/380,969	October 18, 1997
PASSKEY	75/756,972	July 21, 1999
POWERED BY PASSKEY	75/757,581	July 22, 1999
SMARTPORT	76/269,403	June 8, 2001
SMARTYARD	76/269,404	June 8, 2001
STARLINK DIRECT	75/924,082	February 19, 2000
STARPAY	75/558,837	September 25, 1998
STARPAY	76/248,513	April 26, 2001
STARTAX	75/924,716	February 22, 2000
TOLLTAG and Design	76/239,224	April 11, 2001
TRAFFIC VIEW	76/018,946	April 5, 2000
TRANSCORE EXCHANGE	76/269,400	June 8, 2001
TRANSCORRIDOR	76/005,557	March 21, 2000

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TRUCKERSEDGE	76/263,949	May 30, 2001
VFREIGHT	75/924,715	February 22, 2000
VIASTAR	75/303,728	June 5, 1997
VIASTAR and Design	75/303,733	June 5, 1997
VIASTAR GOLD	76/030,623	April 20, 2000
VIASTAR SERVICES CORPORATION	75/320,787	July 8, 1997

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THIRD AMENDED AND RESTATED
CONDITIONAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 10th day of September, 2001, among TRANSCORE HOLDINGS, INC., a Delaware corporation ("Parent"), TRANSCORE, LP, a Delaware limited partnership formerly known as, and successor by conversion to, TransCore, Inc. ("TransCore"), TRANSCORE ITS, INC., a Delaware corporation ("TransCore ITS"), VIASTAR SERVICES, LP, a Texas limited partnership formerly known as, and successor by conversion to, Viastar Services Corporation ("Viastar Services"), AMTECH SYSTEMS CORPORATION, a Delaware corporation ("Amtech Systems"), AMTECH WORLD CORPORATION, a Delaware corporation ("Amtech World"), TRANSCORE PARTNERS, INC., a Delaware corporation formerly known as AMGT Corporation ("AMGT"), TRANSCORE COMMERCIAL SERVICES, INC., a Delaware corporation formerly known as DAT Acquisition Corp. ("DAT"), TRANSCORE CNUS, INC., a Delaware corporation ("Link US"), TLP HOLDINGS, LLC, a Delaware limited liability company ("TLPH"), TC (BERMUDA) FINANCE, LTD., a Bermuda company limited by shares ("TBF"), TC (BERMUDA) LICENSE, LTD., a Bermuda company limited by shares ("TBL"), and AIRTIS, LLC, a Delaware limited liability company ("Airtis"; Parent, TransCore, TransCore ITS, Viastar Services, Amtech Systems, Amtech World, AMGT, DAT, Link US, TLPH, TBF, TBL and Airtis 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, certain Obligors were party to that certain Second Amended and Restated Loan and Security Agreement, dated as of February 5, 2001 (the "Existing Loan Agreement"), with the lenders from time to time party thereto (the "Lenders"), and Harris Trust and Savings Bank ("Harris"), as Agent for the Lenders; and

WHEREAS, the Agent and the Lenders required, as a condition to entering into the Existing Loan Agreement, that certain Obligors grant to Harris, for the Lenders, a security interest in and Lien on all of their trademarks and trademark applications pursuant to that certain Second Amended and Restated Conditional Assignment and Trademark Security Agreement dated as of February 5, 2001 (as amended or otherwise modified, the "Existing Trademark Assignment"); and

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TRADEMARK
REEL: 002424 FRAME: 0285

WHEREAS, the Obligors desire to enter into a series of intellectual property restructuring transactions (the "Transactions"); and

WHEREAS, certain of the Obligors (the "Borrowers") propose to enter into a Second Amendment to Existing Loan Agreement dated as of September 10, 2001 to, among other things, permit the Transactions (the "Second Amendment"; the Existing Loan Agreement as amended by the Second Amendment and as may be further amended from time to time,the "Loan Agreement") with the Lenders and the Collateral Agent; and

WHEREAS, it is a condition precedent to the Second Amendment that each of TBF, TBL and Airtis enters into a Subsidiary Guaranty dated as of September 10, 2001 as Subsidiary Guarantors to the Loan Agreement pursuant to the Second Amendment; and

WHEREAS, it is a condition precedent to the Second Amendment that each of TBF, TBL and Airtis enters into a Security Agreement dated as of September 10, 2001 whereby each of TBF, TBL and Airtis grants a security interest to Agent for the benefit of Lenders in all of its property and assets ; and

WHEREAS, it is a condition precedent to the Lenders' obligation to make loans under the Loan Agreement and to permit the Transactions 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 permit the Transactions, 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: _____
Title: _____

TRANSCORE, LP, formerly known as, and successor by conversion to, TransCore, Inc.

By: TLP Holdings, LLC,
its General Partner

By: _____
Name: _____
Title: _____

TRANSCORE ITS, INC.

By: _____
Name: _____
Title: _____

VIASTAR SERVICES, LP, formerly known as, and successor by conversion to, Viastar Services Corporation

By: TransCore Commercial Services, Inc.,
its General Partner

By: _____
Name: _____
Title: _____

AMTECH SYSTEMS CORPORATION

By: _____
Name: _____
Title: _____

AMTECH WORLD CORPORATION

By: _____
Name: _____
Title: _____

TRANSCORE PARTNERS, INC., formerly known as AMGT Corporation

By: _____
Name: _____
Title: _____

TRANSCORE COMMERCIAL SERVICES, INC., formerly known as DAT Acquisition Corp.

By: _____
Name: _____
Title: _____

TRANSCORE CNUS, INC.

By: _____
Name: _____
Title: _____

TLP HOLDINGS, LLC

By: _____
Name: _____
Title: _____

SIGNED BY STEPHEN JAMES,
DULY AUTHORIZED ON BEHALF OF
TC (BERMUDA) FINANCE, LTD.

_____
Stephen James

SIGNED BY STEPHEN JAMES,
DULY AUTHORIZED ON BEHALF OF
TC (BERMUDA) LICENSE, LTD.

_____
Stephen James

AIRTIS, LLC

By: _____
Name: _____
Title: _____

SIGNED BY STEPHEN JAMES,
DULY AUTHORIZED ON BEHALF OF
TC (BERMUDA) FINANCE, LTD.

_____
Stephen James

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DULY AUTHORIZED ON BEHALF OF
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_____
Stephen James

AIRTIS, LLC

By: _____
Name: _____
Title: _____

AGENT:

HARRIS TRUST AND SAVINGS BANK

By: _____
Name: Wes W. Franck
Title: Vice President

SCHEDULE A

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LINK LOGISTICS	74/496,430	October 22, 1996
MEXLINK	76/182,870	December 13, 2000
Miscllaneous Design	75/303,734	June 5, 1997
PARTNER PROFILES	75/380,969	October 18, 1997
PASSKEY	75/756,972	July 21, 1999
POWERED BY PASSKEY	75/757,581	July 22, 1999
SMARTPORT	76/269,403	June 8, 2001
SMARTYARD	76/269,404	June 8, 2001
STARLINK DIRECT	75/924,082	February 19, 2000
STARPAY	75/558,837	September 25, 1998
STARPAY	76/248,513	April 26, 2001
STARTAX	75/924,716	February 22, 2000
TOLLTAG and Design	76/239,224	April 11, 2001
TRAFFIC VIEW	76/018,946	April 5, 2000
TRANSCORE EXCHANGE	76/269,400	June 8, 2001
TRANSCORRIDOR	76/005,557	March 21, 2000

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TRUCKERSEDGE	76/263,949	May 30, 2001
VFREIGHT	75/924,715	February 22, 2000
VIASTAR	75/303,728	June 5, 1997
VIASTAR and Design	75/303,733	June 5, 1997
VIASTAR GOLD	76/030,623	April 20, 2000
VIASTAR SERVICES CORPORATION	75/320,787	July 8, 1997

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SCHEDULE B

LIENS AND CLAIMS OF THIRD PARTIES

EXHIBIT A

ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT dated the ___ day of _____, ____, from _____, a _____ (the "Assignor"), to HARRIS TRUST AND SAVINGS BANK, as Agent (the "Assignee"), recites and provides:

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

WHEREAS, the Assignee desires to obtain for the Lenders party to the Second Amendment to Second Amended and Restated Loan and Security Agreement, dated as of August __, 2001 among TransCore Holdings, Inc., TransCore, LP, TransCore ITS, LLC, Viastar Services, LP, Amtech Systems Corporation, Amtech World Corporation, TransCore Partners, Inc., TransCore Commercial Services, Inc., TransCore CNUS, Inc., and TLP Holdings, LLC, 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; and

[WHEREAS, the Assignor has executed a Subsidiary Guaranty for the benefit of the Assignee.]

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

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

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

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

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

[Assignor's name]

By:_____
Name:_____
Title:_____

SCHEDULE A

LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS

Reg./File Mark	Reg./Serial Status	Date	Number

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