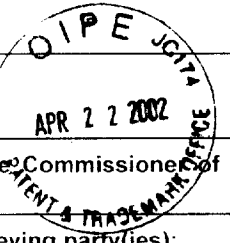


4.72.02

FORM PTO-1594  
(Rev. 6-93)

04-29-2002

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



102070984

To the Honorable Commissioner of I  
thereof.

the attached original documents or copy

1. Name of conveying party(ies):

Mobility Technologies, Inc.

- Individual(s)       Association
- General Partnership     Limited Partnership
- Corporation- DELAWARE
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment     Merger
- Security Agreement     Change of Name
- Other \_\_\_\_\_

Execution Date: April 5, 2002

2. Name and address of receiving party(ies):

Name: PNC Bank

Internal Address: Commercial Loan Service Center/DCC

Street Address: 500 First Avenue

City: Pittsburgh State: Pennsylvania ZIP 15219

- Individual(s) citizenship \_\_\_\_\_
- Association NATIONAL ASSOCIATION
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
representative designation is attached:

- Yes     No

(Designation must be a separate document from Assignment).

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

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

A. Trademark Application No.(s)

76-157680	76-232705
76-157681	76-232706
76-167222	76-359390
76-167223	76-379051
76-221765	

B. Trademark Registration No.(s)

2487579  
2560361

Additional numbers attached?  Yes     No

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

Name: Peter J. Willsey, Esq.

Internal Address: Cooley Godward LLP

Street Address: One Freedom Square  
Reston Town Center  
11951 Freedom Drive

City: Reston State: VA ZIP 20190-5601

6. Total number of applications and registration  
involved: 11 (eleven)

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3118

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

DO NOT USE THIS SPACE

04/25/2002 6TON11 00000014 76157680

01 FC:481 40.00 DP  
02 FC:488 250.00 DP

Statement and signature: *Peter J. Willsey*  
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.

*Peter J. Willsey*  
Peter J. Willsey

April 21, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 12

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

**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

This Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of March 29, 2002, is entered into by and between MOBILITY TECHNOLOGIES, INC., a Delaware corporation (formerly named "Traffic.com, Inc.") and each subsidiary that becomes a party to this Agreement after the date hereof (each hereinafter referred to as a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Lenders referred to below (the "Secured Party").

WHEREAS, the Grantor, the Secured Party and certain Lenders named therein entered into a Credit Agreement dated January 26, 2001 (the "Prior Credit Agreement") in which the Lenders provided a revolving credit facility and certain loans to the Grantors;

WHEREAS, Grantor and Secured Party entered into a Patent, Trademark and Copyright Security Agreement (the "Prior IP Security Agreement") to provide additional security for the repayment of indebtedness under the Prior Credit Agreement;

WHEREAS, the parties to the Prior Credit Agreement have agreed to amend and replace the Prior Credit Agreement with the terms and conditions of that certain Amended and Restated Credit Agreement (the "Credit Agreement") of even date herewith, among the Grantor, the Secured Party and certain Lenders named therein;

WHEREAS, in order to secure the obligations of the Loan Parties under the Credit Agreement and to provide additional security for the repayment of the loan facility, the undersigned parties hereby agree to amend and restate the Prior IP Security Agreement in its entirety with the terms and conditions of this Agreement in order to grant the Secured Party a continuing security interest in the patents, trademarks and copyrights and other intellectual property of the Grantor in accordance with the terms described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.
2. To secure the full payment and performance of all Obligations and other liabilities of the Grantor now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, Payment Premium, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Grantor hereby grants, and conveys a security interest to Secured Party in the entire right, title and interest of each Grantor in and to all trade names, patent applications, patents, trademark applications, trademarks, copyrights, and all domain names whether now

owned or hereafter acquired by Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks, copyrights and all domain names relate (collectively, the "Patents, Trademarks and Copyrights"). All material patents, trademarks, service marks, trade names, copyrights, licenses, registrations, franchises, permits, and domain names of each Loan Party and each Subsidiary of each Loan Party (collectively, the "Material Patents, Trademarks and Copyrights") are listed and described on Schedule A hereto.

3. Each Grantor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of Grantor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) Grantor is the sole and exclusive owner of the entire right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights, rights of independent contractors and covenants by Grantor not to sue third persons;

(d) Grantor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made or threatened to Grantor or, to the best of Grantor's knowledge, to any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof; and

(h) Grantor is the sole and exclusive author of all software and related manuals and documentation in which copyright subsists or which could be copyrighted; and

(i) Grantor has sole and exclusive rights to use all domain names and has registered such domain names in accordance with registrar policies and procedures.

4. Each Grantor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Grantor's obligations under this Agreement, without Secured Party's prior written consent which shall not be unreasonably withheld except Grantor may license technology in the ordinary course of business without the Secured Party's consent to suppliers and customers to facilitate the manufacture and use of Grantor's products.

5. If, before the Secured Obligations shall have been indefeasibly satisfied in full, Grantor shall own any new trademarks or any new copyrightable works or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement, derivative work, modification or alteration on any Patent, Trademark or Copyright, or any new domain names are acquired the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Secured Party prompt notice thereof in writing. Grantor and Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, registered and unregistered trademarks, registered and unregistered copyrights or copyright applications, domain names and the provisions of this Agreement shall apply thereto.

6. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit 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 Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Grantor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Grantor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or

agent of Secured Party, as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as Grantor shall have indefeasibly satisfied and paid in full all of the Secured Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices or internet domain name registration offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks, Copyrights and domain names, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Grantor within fifteen (15) days of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Grantor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any patent trademark or copyright registration applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly satisfied and paid in full, to make application on unpatented but patentable inventions, trademarks and copyrights (whenever it is commercially reasonable in the reasonable judgment of Grantor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Grantor. Grantor shall not abandon any Patent, Trademark or Copyright without the consent of Secured Party, which shall not be unreasonably withheld. Grantor shall (i) use reasonable efforts appropriate under the circumstances to protect, defend and maintain the validity and enforceability of the Patents, Trademarks and Copyrights, (ii) use its best efforts to detect infringements of the Patents, Trademarks and Copyrights and promptly advise Secured Party in writing of material infringements detected.

11. Grantor shall have the right, with the consent of Secured Party, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by Secured Party as a result of such suit or joinder by Grantor.

12. No course of dealing between Grantor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, 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.

13. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. 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.

15. This Agreement is subject to modification, amendment or waiver only by a writing signed by the parties hereto, except as provided in Paragraph 6.

16. 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, provided, however, that Grantor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of Commonwealth of Pennsylvania without regard to its conflicts of law principles. The Grantor hereby irrevocably:

(a) Consents to the exclusive jurisdiction of the courts located in Chester County in the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania, and waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail directed to the Borrower at the address provided for in the Credit Agreement and service so made shall be deemed to be completed upon actual receipt thereof;

(b) Waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue; and

(c) WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, OR ANY OTHER LOAN DOCUMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

18. At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Secured Party may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, (a) using its best efforts to secure all consents and approvals necessary or appropriate for the grant of a security interest to Secured Party in any contract or license held by Grantor or in which Grantor has any right or interest not heretofore assigned, (b) executing, delivering and causing to be filed any financing or continuation statements (including "in lieu" continuation statements) under the Uniform Commercial Code with respect to the security interests granted hereby and (c) filing or cooperating with Secured Party in filing any forms or other documents required to be recorded with the United States Patent and Trademark Office, United States Copyright Office, or any actions, filings, recordings or registrations in any foreign jurisdiction or under any international treaty, required to secure or protect Secured Party's interest in the Patents, Trademarks and Copyrights.

19. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against each Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

20. The security interest granted in Section 2 of this Agreement (i) is a continuation of the security interest granted under the Prior IP Security Agreement and (ii) is granted in conjunction with the security interest granted to the Secured Party under the applicable Loan Documents. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the the other Loan Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in any of the Loan Documents or now or hereafter existing at law or in equity shall be cumulative and concurrent

and shall be in addition to every right, power or remedy provided for herein and the exercise by the Agent of any one or more of the rights, powers or remedies provided for in this Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



**[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

MOBILITY TECHNOLOGIES, INC.

By: David Wamita

Name:

Title:

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By: \_\_\_\_\_

Name:

Title:

**[SIGNATURE PAGE TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

MOBILITY TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By: Cara S. Green  
Name: CARA S. GREEN  
Title: Senior Vice President

2. Trademarks:

**U.S. Pending and Registered Trademarks**

MARK	OWNER	APPLICATION/ REGISTRATION NO.	APPLICATION/ REGISTRATION DATE	STATUS
MOBILITY TECHNOLOGIES and Design	Mobility Technologies, Inc.	Application No. 76/379,051	Filed 3/6/02 (claiming a first use date of 5/31/01)	Pending
DIGITAL TRAFFIC PULSE	Mobility Technologies, Inc.	Application No. 76/359,390	Filed 1/17/02 (claiming a first use date of 5/31/01)	Pending
AUTOPILOT	Mobility Technologies, Inc.	Application No. 76/232,706	Filed 3/20/01 (on the basis of intended use)	Allowed
CYBERVISION	Traffic.com, Inc.	Application No. 76/232,705	Filed 3/20/01 (on the basis of intended use)	Pending
MOBILITY TECHNOLOGIES	Mobility Technologies, Inc.	Application. No. 76/221,765	Filed 3/7/01 (on the basis of intended use; Statement of Use filed 1/22/02)	Allowed
TIME IS ON YOUR SIDE	Mobility Technologies, Inc.	Registration No. 2,560,361	Registered 4/9/02 (claiming a first use date of 11/23/00)	Registered
KEYROUTE	Mobility Technologies, Inc.	Application No. 76/167,223	Filed 11/16/00 (Amended to Supplemental Register 1/16/02)	Pending
DIGITAL TRAVEL TIME	Mobility Technologies, Inc.	Application No. 76/167,222	Filed 11/16/00 (on the basis of intended use)	Pending
TRAFFIC PULSE	Mobility Technologies, Inc.	Application No. 76/157,681	Filed 10/30/00 (claiming a first use date of 2/5/01)	Allowed
TRAFFIC.COM	Mobility Technologies, Inc.	Application No. 76/157,680	Filed 10/30/00 (claiming a first use date of 9/25/00)	Pending
TRAFFIC.COM and Design	Mobility Technologies, Inc.	Registration No. 2,487,579	Registered 9/11/01 (claiming a first use date of 9/25/00)	Registered

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS

1.     Registered Patents:   None
2.     Trademarks:         See attached
3.     Trade Names:        None
4.     Copyrights:         None