



01-10-2003

1-7-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102334049

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):

California Private Transportation Company, L.P., a California limited partnership

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 01/03/2003

2. Name and address of receiving party(ies)

Name: Orange County Transportation Authority

Internal Address:

Street Address: 550 Main Street

City: Orange State: CA Zip: 92868

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Public agency formed under the laws of the State of California

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,261,847; 2,176,198; 2,422,438; 2,258,405

Additional number(s) attached Yes No

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

Name: Nossaman, Guthner, Knox & Elliott, LLP Attn: Barney A. Allison, Esq. Internal Address:

Street Address: 445 S. Figueroa Street, 31st Floor

City: Los Angeles State: CA Zip: 90071-1602

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$115

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Ron Gross Name of Person Signing

Signature

1-6-03 Date

Total number of pages including cover sheet, attachments, and document: 6

01/10/2003 DBYRNE 0000011 2261847

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

01 FC:8521 02 FC:8522

40.00 DP 75.00 DP

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (this "Assignment") is made and entered into by California Private Transportation Company, L.P., a California limited partnership ("Assignor"), as assignor, in favor of Orange County Transportation Authority, a public agency formed under the laws of the State of California ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement by and between Assignor and Assignee dated as of November 25, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell all of the "Acquired Assets" (as defined in the Agreement) to Assignee;

WHEREAS, the Acquired Assets include certain trademarks and service marks, which Assignor owns, has adopted, uses and is using, as set forth on Exhibit A attached hereto, which trademarks and service marks are registered with the United States Patent and Trademark Office under the registration numbers set forth on Exhibit A (collectively, the "Marks"); and

WHEREAS, pursuant to the terms of the Agreement, Assignor and Assignee agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Marks. Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of its right, title and interest in and to the Marks together with the goodwill of the business associated with the use of and symbolized by the Marks, and all common law and statutory right, title and interest in the Marks, all rights of application, registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of proceeds thereof, including rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Marks and any and all royalties from any licenses thereof, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to the Marks, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's name applications for trademark and service mark in the United States and in foreign countries for the Marks, and to secure in Assignee's name the registrations granted thereon.

2. Further Acts. Assignor agrees to execute, acknowledge and deliver any additional documents, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take any further actions, in each case to the extent necessary or reasonable, requested by Assignee to effect, perfect or evidence the assignment set forth in Section 2 above.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without regard to conflicts of law provisions.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument.

6. Attorneys' Fees. If any party hereto commences any action or proceeding against the other party hereto arising out of or in connection with this Assignment, the prevailing party or parties, as determined by a judge or arbitrator, as the case may be, shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs of suit.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment as of this 3 day of January, 2003.

“ASSIGNOR”

California Private Transportation Company, L.P.,
a California limited partnership

By: Express Lanes, Inc., a California corporation
Its: General Partner

By: Robert J. Ludvik
Name: ROBERT J. LUDVIK
Title: PRESIDENT

“ASSIGNEE”

Orange County Transportation Authority,
a public agency formed under the laws of the
State of California

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Kennard R. Smart, Jr., Esq.
General Counsel to OCTA

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment as of this 3 day of January, 2003.

“ASSIGNOR”

California Private Transportation Company, L.P.,
a California limited partnership

By: Express Lanes, Inc., a California corporation
Its: General Partner

By: _____

Name: _____

Title: _____

“ASSIGNEE”

Orange County Transportation Authority,
a public agency formed under the laws of the
State of California

By: Arthur T. Leary

Name: Arthur T. Leary

Title: Chief Executive Officer

Approved as to form:

By: Kennard R. Smart, Jr.

Kennard R. Smart, Jr., Esq.

General Counsel to OCTA

EXHIBIT A

<u>Trade / Service Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
91 Express Lanes	2,261,847	July 20, 1999
The Lane Change that Could Change Your Life	2,176,198	July 28, 1998
3+ Lane	2,422,438	January 23, 2001
The Toll Road Without Toll Booths	2,258,405	July 6, 1999