

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
I.T.S. Corporation		07/17/2003	CORPORATION: CALIFORNIA
I.T.S. Corporation Holdings, Inc.		07/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	City National Bank
Street Address:	400 North Roxbury Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number
Serial Number:	76078242

CORRESPONDENCE DATA

Fax Number: (310)282-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: dgrace@loeb.com
 Correspondent Name: Loeb & Loeb LLP
 Address Line 1: 10100 Santa Monica Boulevard
 Address Line 2: Suite 2200
 Address Line 4: Los Angeles, CALIFORNIA 90067-4164

ATTORNEY DOCKET NUMBER:	014342-03074
NAME OF SUBMITTER:	David W. Grace

CH \$40.00 76078242

Total Attachments: 4

source=securityagmt#page1.tif

source=securityagmt#page2.tif

source=securityagmt#page3.tif

source=securityagmt#page4.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 17, 2003, by I.T.S. CORPORATION, a California corporation, and I.T.S. CORPORATION HOLDINGS, INC., a Delaware corporation (each referred to individually as "Grantor" and collectively as "Grantors"), in favor of CITY NATIONAL BANK, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantors and the Bank (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Bank has agreed to make Loans to Grantors subject to and in accordance with the terms and conditions of the Credit Agreement and the other Loan Documents;

WHEREAS, the Bank is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Bank that certain Patent, Trademark and Copyright Security Agreement dated as of the date hereof, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, Grantors are required to execute and deliver this Trademark Security Agreement to the Bank,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the IP Security Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Bank a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of the trademarks referred to on Schedule I hereto and all registrations thereof;

(b) all applications for registration of any such Trademarks now or hereafter filed by such Grantor, including those referred to on Schedule I hereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and

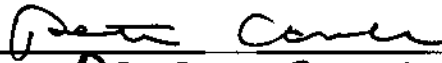
(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the IP Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the continuing first priority security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

I.T.S. CORPORATION, a California corporation

By: 
Name: PETER CAMISICK
Title: CFO

I.T.S. CORPORATION HOLDINGS, INC.,
a Delaware corporation

By: 
Name: J. Christopher Lewis
Title: PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

None.

Trademark Applications

APPLICATION NO.	MARK	APPROXIMATE DATE
76/078242	"ITS" word mark and design mark	6/11/03

CC446997.1
01434210079
07/16/2003

TRADEMARK
RECORDED 00068272000 ME: 0371