

8-11-03

08-14-2003



To the Honorable Commissioner of Patents and Trademarks
thereof.

Send original documents or copy

102524548

1. Name of conveying party(ies):
Mobility Technologies, Inc.

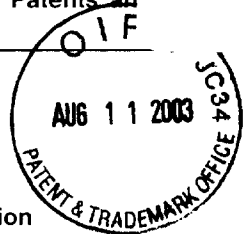
Individual(s) Association

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 Amendment to Security Agreement

Execution Date: April 11, 2003



2. Name and address of receiving party(ies):
Name: Potomac Asset Management Company, Inc.

Internal Address: 3 Bethesda Metro Centre, Suite 530

Street Address: _____

City: Bethesda State: Maryland ZIP 20814

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Maryland
 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)
76-232705; 76-232706; 76-167222

B. Trademark Registration No.(s)
2680551; 2668747; 2661619; 2626421; 2599763; 2590868; 2560361; 2487579

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

08/13/2003 DBYRNE 00000135 76232705

01 FC:8521 40.00 DP
02 FC:8522 250.00 DP

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.

Peter J. Willsey August 11, 2003
Peter J. Willsey Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria VA 22313-1450

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

This Amendment to Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Amendment"), dated as of April 11, 2003, is entered into by and between MOBILITY TECHNOLOGIES, INC., a Delaware corporation (formerly named "Traffic.com, Inc.") (the "Grantor"), and POTOMAC ASSET MANAGEMENT COMPANY, INC., as Agent for the Lenders referred to below (the "Secured Party"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement (as defined below).

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement dated March 29, 2002 by and among Grantor, PNC Bank, National Association ("PNC"), as agent, and certain lenders signatory thereto (the "Restated Credit Agreement"), certain lenders provided Grantor with a \$20,000,000 loan facility for working capital purposes;

WHEREAS, Grantor and PNC entered into an Amended and Restated Patent, Trademark and Copyright Security Agreement dated March 29, 2002 (the "IP Security Agreement") to provide additional security for the repayment of indebtedness under the Restated Credit Agreement;

WHEREAS, pursuant to a certain Amendment to Amended and Restated Credit Agreement dated April 23, 2002 by and among Grantor, PNC, as agent, and lenders signatory thereto (the "Credit Agreement Amendment" and together with the Restated Credit Agreement, the "Existing Credit Agreement"), the parties thereto agreed to certain amendments to the terms of the Restated Credit Agreement;

WHEREAS, PNC resigned as agent, and Secured Party was appointed as successor agent pursuant to the terms of the Existing Credit Agreement;

WHEREAS, pursuant to a certain Consent and Second Amendment to Amended and Restated Credit Agreement dated April 11, 2003 by and among Grantor, Secured Party, as agent, and lenders signatory thereto (the "Second Credit Agreement Amendment", and together with the Restated Credit Agreement and the Credit Agreement Amendment, the "Credit Agreement"), the parties thereto agreed to certain amendments to the terms of the Existing Credit Agreement; and.

WHEREAS, Grantor and Secured Party desire to acknowledge and agree that the IP Security Agreement, and the liens, security interests and guarantees granted and issued thereunder, secure and guaranty the Obligations of Grantor under the Credit Agreement and that Schedule A to the IP Security Agreement shall be amended to include additional patents, patent applications, trademark applications, registered and unregistered trademarks, registered and unregistered copyrights or copyright applications, domain names.

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

1. All references in the IP Security Agreement to "Obligations" under the Existing Credit Agreement shall be deemed to refer to the "Obligations" pursuant to and as defined in the Credit Agreement. All references in the IP Security Agreement to the "Credit Agreement" shall be deemed to refer to the Credit Agreement.

2. Schedule A to the IP Security Agreement shall be replaced with Schedule A attached hereto (the "New Schedule A"), and all references in the IP Security Agreement to "Schedule A" shall be deemed to refer to the New Schedule A.

3. This Amendment shall be binding upon Grantor and upon its successors and assigns and shall inure to the benefit of Secured Party and the Lenders and their respective successors and assigns; all references herein to Grantor shall be deemed to include its successors and assigns. The successors and assigns of such entities shall include, without limitation, their respective receivers, trustees, or debtors-in-possession.

4. Grantor hereby agrees from time to time, as and when requested by Secured Party or any Lender to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as Secured Party or such Lender may reasonably deem necessary or desirable in order to carry out the intent and purposes of this Amendment and the Loan Documents.

5. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applied to contracts to be performed wholly within the Commonwealth of Pennsylvania.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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:

POTOMAC ASSET MANAGEMENT
COMPANY, INC., as Agent

By: _____
Name:
Title:

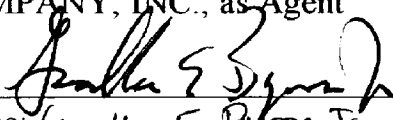
**[SIGNATURE PAGE TO AMENDMENT TO AMENDED AND RESTATED
PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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:

POTOMAC ASSET MANAGEMENT
COMPANY, INC., as Agent

By:  _____
Name: Goodloe E. Byron Jr.
Title: President

SCHEDULE A

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

1. Patents

- a. U.S. Provisional Patent Application No. 60/408,652 filed September 6, 2002 for “Method of producing animated television graphics for displaying real-time traffic conditions”.
- b. U.S. Provisional Patent Application No. XXXXXX filed November 9, 2002 for “Remote radio spectrum information acquisition”.
- c. U.S. Provisional Patent Application No. XXXXXX filed November 23, 2002 for “Traffic data processing and management system”

2. Trademarks:

U.S. Pending and Registered Trademarks

MARK	OWNER	APPLICATION/ REGISTRATION NO.	APPLICATION/ REGISTRATION DATE	STATUS
MOBILITY TECHNOLOGIES	Mobility Technologies, Inc.	Registration No. 2,626,421	Registered 9/24/02 (on the basis of intended use)	Registered
MOBILITY TECHNOLOGIES and Design	Mobility Technologies, Inc.	Application No. 76/379,051	Filed 3/6/02 – Accepted for publication 11/5/02 (claiming a first use date of 5/31/01)	Pending
TRAFFIC.COM	Mobility Technologies, Inc.	Registration No. 2,661,619	Registered 12/17/02 (claiming a first use date of 9/25/00)	Registered
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
TRAFFIC PULSE	Mobility Technologies, Inc.	Registration No. 2,590,868	Registered 7/9/02 (claiming a first use date of 2/5/01)	Registered
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
KEYROUTE	Mobility Technologies, Inc.	Registration No. 2,599,763	Registered 7/23/02 (Amended to Supplemental Register 1/16/02)	Registered
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
AUTOPILOT	Mobility Technologies, Inc.	Application No. 76/232,706	Filed 3/20/01 (on the basis of intended use)	Abandoned
CYBERVISION	Traffic.com, Inc.	Application No. 76/232,705	Filed 3/20/01 (on the basis of intended use)	Abandoned

U.S. Pending and Registered Trademarks

MARK	OWNER	APPLICATION/ REGISTRATION NO.	APPLICATION/ REGISTRATION DATE	STATUS
TRAFFIC PULSE NETWORKS	Mobility Technologies, Inc.	Application No. 76/405,338	Filed 5/9/02 (claiming a first use of May 31, 2001)	Pending
TRAFFIC PULSE NETWORKS and Design	Mobility Technologies, Inc.	Application No. 76/405,339	Filed May 9, 2002 (claiming a first use of May 31, 2001)	Pending
DIGITAL TRAVEL TIME	Mobility Technologies, Inc.	Application No. 76/167,222	Filed 11/16/00 (on the basis of intended use)	Notice of Allowance May 7, 2002
TRAFFIC PULSE VOICE	Mobility Technologies, Inc.	Application No. 78/162,594	Filed 9/10/02 (claiming a first use of April 29, 2002)	Pending
TRAFFIC PULSE VOICE and Design	Mobility Technologies, Inc.	Application No. 78/162,585	Filed 9/10/02 (claiming a first use of April 29, 2002)	Pending
IT'S ABOUT TIME	Mobility Technologies, Inc.	Application No. 78/218,753	Filed 2/25/03 (on the basis of intended use)	Pending
TANGO TIME	Mobility Technologies, Inc.	Application No. 78/218,702	Filed 2/25/03 (on the basis of intended use)	Pending
IT'S TIME TO TANGO	Mobility Technologies, Inc.	Application No. 78/218,734	Filed 2/25/03 (on the basis of intended use)	Pending
TANGO	Mobility Technologies, Inc.	Application No. 78/218,675	Filed 2/25/03 (on the basis of intended use)	Pending

3. Domain Names

aboutmobilitytechnologies.com	mytrafficbuddy.com	traffic.tv	trafficpulsenetwork.inc
cityviewtraffic.com	mytrafficpal.com	trafficamerica.com	trafficpulsenetwork.info
digitaltraffic.com	mytrafficreporter.com	trafficamerica.org	trafficpulsenetwork.org
digitaltrafficpulse.com	nationaladexchange.com	trafficbuddy.com	trafficpulsenetwork.tv
digitaltrafficpulse.info	sensortraffic.com	trafficbulletin.tv	trafficpulsenetworks.biz
digitaltrafficpulse.tv	sensortraffic.net	traffic-bulletin.tv	trafficpulsenetworks.com
digitaltravelttime.com	sensortraffic.org	trafficcontrol.tv	trafficpulsenetworks.inc
mobilitytechnologies.biz	tangotime.net	trafficpal.com	trafficpulsenetworks.info
mobilitytechnologies.com	tangotime.tv	trafficpulse.com	trafficpulsenetworks.org
mobilitytechnologies.inc	tangotraffic.net	trafficpulse.inc	trafficpulsenetworks.tv
mobilitytechnologies.info	tangotraffic.tv	trafficpulse.net	trafficreport.tv
mobilitytechnologies.net	tangotravel.net	trafficpulse.org	traffic-report.tv
mobilitytechnologies.org	tangotravel.tv	trafficpulse.tv	traffictimes.com
mobilitytechnologies.tv	tangotraveltimes.com	traffic-pulse.tv	triptimes.com
mycommute.com	traffic.com	trafficpulsenetwork.biz	
mytraffic.com	traffic.inc	trafficpulsenetwork.com	

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