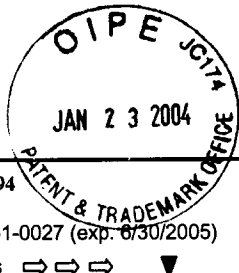


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01-29-2004



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

RE

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): Standard Parking Corporation
Individual(s) Association General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal Address:
Street Address: 135 S. LaSalle Street
City: Chicago State: IL Zip: 60603
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State
[X] Other national banking association
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

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: August 28, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) (See Attached Exhibit A)
B. Trademark Registration No.(s) (See Attached Exhibit A)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Anne K. Berg, Esq.
Internal Address: Suite 2700
Street Address: 180 N. LaSalle St.
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41): \$190.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
ANNE K. BERG Signature Date 1/22/04

Total number of pages including cover sheet, attachments, and document: 15

01/29/2004 ECUOPER 00000146 76461104






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

01 1 18521 60.00 UP 00 100.00 UP

TRADEMARK REEL: 002912 FRAME: 0017

EXHIBIT A  
to Recordation Form  
Cover Sheet

U.S. TRADEMARKS & SERVICE MARKS

Service Mark	Description	Date of First Use	Federal Registration No. / Status	Original Registration Date	Expiration Date
Advanced Parking Technology Intl. Class 39	Advanced Parking Technology	5/1/1994	Trademark Application filed - Serial No. 76/461104 filed 10/24/2002; denied; S & W preparing response to denial and SPC gathering examples of mark in use.	-	-
Standard Parking and Design	 Standard Parking	4/2003	Trademark Application filed - Serial No. 76/418001 filed 6/7/2002; waiting upon final Application acceptance.	-	-
Standard Parking Corporation and Design	 Standard Parking Corporation	4/2003	Trademark Application filed - Serial No. 76/418000 filed 6/7/2002 (ITU); waiting upon final Application acceptance.	-	-
Standard Road Assist	Standard Road Assist	3/2003	Trademark Application filed - Serial No. 76/525389 filed 6/26/2003; waiting upon final Application acceptance.	-	-
Standard University the Standard Parking Training Center and design	 Standard University The Standard Parking Training Center	11/2001	Trademark Application filed - Serial No. 76/354608; waiting upon final Application acceptance.	-	-
Ticket & Man Design		Intent to Use	Trademark Application filed - Serial No. 76/414792 filed 5/30/2002 (ITU); notified S & W of need to obtain extension.	-	-
Ticket (Man with Circles design)		11/24/2000	2,693,120	3/4/2003	3/4/2013

**FIRST AMENDMENT TO AMENDED AND RESTATED  
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Amendment") dated as of August 28, 2003, is by and between STANDARD PARKING CORPORATION (formerly known as APCOA/Standard Parking, Inc.), a Delaware corporation (the "Assignor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, with an office at 135 South LaSalle Street, Chicago, Illinois 60603, as agent (hereinafter, in such capacity, the "Agent") for itself and the other Lenders (as defined below).

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 11, 2002 by and among the Assignor, certain lenders party thereto from time to time (collectively, the "Lenders" and individually, a "Lender") and the Agent (as amended, the "Existing Credit Agreement") and that certain Amended and Restated Security Agreement dated as of January 11, 2002 made by the Assignor in favor of the Agent, granting to the Agent, for the benefit of itself and the Lenders, a security interest in and to the Collateral (as described therein) (as amended, the "Security Agreement"), the Assignor entered into that certain Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of January 11, 2002 by and between the Assignor and the Agent, for itself and the Lenders (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Assignor granted to the Agent, for the benefit of itself and the Lenders, a security interest in all of its trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, "Trademarks");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on January 22, 2002, Reel/Frame # 002427/0709, and on February 22, 2002, Reel/Frame # 002447/0825, copies of which are attached hereto as Exhibit A.

WHEREAS, the Assignor, the Agent and the Lenders are entering into a Second Amended and Restated Credit Agreement dated as of even date herewith (as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), which amends and restates the Existing Credit Agreement;

WHEREAS, since the date of the Assignor's execution of the Trademark Security Agreement, the Assignor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, Section 6 of the Trademark Security Agreement requires the parties to amend the Trademark Security Agreement in order to perfect the lien of the Agent, for the benefit of itself and the Lenders, on the New Trademarks, and it is a condition precedent to the Lenders' willingness to continue to make loans or otherwise extend credit to the Assignor pursuant to the Loan Documents (as defined in the Credit Agreement) that the Assignor execute and deliver this Amendment;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. New Trademarks. The Schedule A attached to the Trademark Security Agreement shall be replaced by the Schedule A (which includes the New Trademarks) attached hereto.

2. Reaffirmation and Confirmation of Security Interest. The Assignor hereby confirms to the Agent that the Company has granted to the Agent, for the benefit of itself and the Lenders, a security interest in or lien upon substantially all of its property, including without limitation, the Trademarks, in order to secure the obligations of the Assignor to the Agent and the Lenders pursuant to the Credit Agreement. The Assignor hereby reaffirms such grant of such security interest and lien to the Agent, for the benefit of the Lenders, for such purpose in all respects.

3. Captions. Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

4. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a 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.

5. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

6. Counterparts; Facsimile Signature. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document. This Amendment may be executed by facsimile signature, and any such facsimile signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile signature were an original signature.

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


8. References. From and after the date of execution of this Amendment, any reference to any of the Loan Documents contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

9. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the Assignor and the Agent have each caused this First Amendment to Amended and Restated Trademark Collateral Security and Pledge Agreement to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

**STANDARD PARKING CORPORATION**  
(formerly known as APCOA/Standard Parking, Inc.)

By:   
Name: G. Marc Baumann  
Title: Executive Vice President, Chief Financial Officer, Treasurer

**LASALLE BANK NATIONAL ASSOCIATION,**  
as Agent

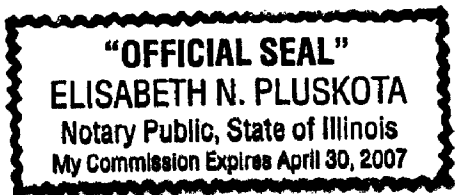
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that G. Marc Baumann, the Executive Vice President, Chief Financial Officer, Treasurer of STANDARD PARKING CORPORATION, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment to Amended and Restated Trademark Collateral Security and Pledge Agreement, appeared before me this day in person and acknowledged that as such Executive Vice President, Chief Financial Officer, Treasurer, he signed and delivered said Amendment, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28th day of August, 2003.



Elisabeth N. Pluskota  
Notary Public

My Commissions Expires: 4/30/2007

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of LaSalle Bank National Association, a national banking association, personally known to me to be the person whose name is subscribed the foregoing First Amendment to Amended and Restated Trademark Collateral Security and Pledge Agreement, appeared before me this day in person and acknowledged that as such \_\_\_\_\_, he or she signed and delivered said Amendment, as his or her free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.


Given under my hand and notarial seal as of this \_\_\_\_ day of August, 2003.

\_\_\_\_\_  
Notary Public


My Commissions Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor and the Agent have each caused this First Amendment to Amended and Restated Trademark Collateral Security and Pledge Agreement to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

**STANDARD PARKING CORPORATION**  
(formerly known as APCOA/Standard Parking,  
Inc.)

By:   
Name: G. Marc Baumann  
Title: Executive Vice President, Chief Financial  
Officer, Treasurer

**LASALLE BANK NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Sean P. Silver  
Title: Vice President



ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that G. Marc Baumann, the Executive Vice President, Chief Financial Officer, Treasurer of STANDARD PARKING CORPORATION, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing First Amendment to Amended and Restated Trademark Collateral Security and Pledge Agreement, appeared before me this day in person and acknowledged that as such Executive Vice President, Chief Financial Officer, Treasurer, he signed and delivered said Amendment, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28th day of August, 2003.



Elisabeth N. Pluskota  
Notary Public

My Commissions Expires: 4/30/2007

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Sean P. Silver, the Vice President of LaSalle Bank National Association, a national banking association, personally known to me to be the person whose name is subscribed the foregoing First Amendment to Amended and Restated Trademark Collateral Security and Pledge Agreement, appeared before me this day in person and acknowledged that as such Vice President, he or she signed and delivered said Amendment, as his or her free and voluntary act, and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this 28th day of August, 2003.

Karen Elder Wilgus  
Notary Public

My Commission Expires:



**Exhibit A**  
**to**  
**First Amendment to Amended and Restated**  
**Trademark Collateral Security and Pledge Agreement**

**COPY OF RECORDED AMENDED AND RESTATED**  
**TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

Copy Omitted









(See, Trademark Security Agreement recorded in the United States Patent and Trademark Office on January 22, 2002, Reel/Frame # 002427/0709, and on February 22, 2002, Reel/Frame # 002447/0825)

**Schedule A**  
**to**  
**First Amendment to Amended and Restated**  
**Trademark Collateral Security and Pledge Agreement**

TRADEMARKS


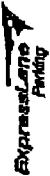

See attached.

I. U.S. TRADEMARKS & SERVICE MARKS

Service Mark	Description	Date of First Use	Federal Registration No. / Status	Original Registration Date	Expiration Date
Advanced Parking Technology Intl. Classes 37 & 42	Advanced Parking Technology	5/1/1994	1,910,820	8/8/1995	8/8/2005
Advanced Parking Technology Intl. Class 39	Advanced Parking Technology	5/1/1994	Trademark Application filed - Serial No. 76461104 filed 10/24/2002; denied; S & W preparing response to denial and SPC gathering samples of mark in use.	-	-
Airport Parking and design		10/10/1951	0,612,343	9/13/1955	9/13/2005
Ambiance In Parking	Ambiance In Parking	3/31/1988	1,443,562	6/18/1987	6/18/2007
APCOA Committed to Customer Satisfaction and design		8/23/1991	2,119,200	12/9/1997	12/9/2007
APCOA Committed to Customer Satisfaction Parking Property and Management and design		12/5/1995	2,200,900	11/3/1998	11/3/2008
APCOA	APCOA - "vehicle parking services"	11/1964	1,070,394	7/28/1977	7/28/2007
APCOA	APCOA - "urban and hospital parking services"	11/1964	1,037,009	3/30/1976	3/30/2006
APCOA and design		11/1964	0,870,643	6/3/1968	6/3/2009
APCOA Client View and design		8/9/1995	2,192,250	9/22/1998	9/22/2008
APCOA, an APCOA/Standard Parking Company and design		4/1/1998	2,440,004	4/3/2001	4/3/2011
APCOA/Standard Parking and design		6/30/1998	2,440,003	4/3/2001	4/3/2011
APCOA/Standard Parking design		4/1/1998	2,355,026	6/6/2000	6/6/2010
APCOA/Standard Parking wordmark	APCOA/Standard Parking	7/2/1998	2,440,069	4/3/2001	4/3/2011







Schubert 4.15 Trademarks & Service Marks 8/18/2003

I. U.S. TRADEMARKS & SERVICE MARKS

Service Mark	Description	Date of First Use	Federal Registration No. / Status	Original Registration Date	Expiration Date
Books-to-Go	Books-To-Go	4/7/1997	2,195,753	6/18/1998	6/18/2008
CP stylized		12/1986	1,743,612	12/28/1992	12/28/2012
Expresslane Parking and design		12/1/1988	2,345,554	4/25/2000	4/25/2010
Expresslane wordmark	Expresslane	12/1/1988	2,343,820	4/18/2000	4/18/2010
Films-to-Go	Films-to-Go	5/5/1989	2,398,658	10/24/2000	10/24/2010
Little Parkers	Little Parkers	5/2000	2,622,050	9/17/2002	9/17/2012
O'Hare Frequent Parker	O'Hare Frequent Parker	Before 6/1994	Trademark Application filed - Serial No. 74/539,106, filed 8/15/1994.	-	Abandoned
Park Air Express	Park Air Express	8/13/1983	1,589,359	3/27/1990	3/27/2010
ParkAlert	ParkAlert	4/2/1993	1,886,740	3/28/1995	3/28/2005
ParkNet	ParkNet	3/27/1992	1,998,506	6/30/1992	6/30/2012
Pride in Parking	Pride in Parking	8/31/1991	1,435,959	4/7/1997	4/7/2007
Representation of Airplane and Building Design		10/10/1951	0,612,789	9/20/1955	9/20/2005
SpeedStat	SpeedStat	Before 9/7/2000	Trademark Application filed - Serial No. 76/123950, filed 9/7/2000; extension to file statement expires 12/11/2002.	-	Abandoned
Standard Parking	Standard Parking	1993	1,993,391	5/9/1995	5/9/2005

Schedule 4.15 Trademarks & Service Marks


1. U.S. TRADEMARKS & SERVICE MARKS

Service Mark	Description	Date of First Use	Federal Registration No. / Status	Original Registration Date	Expiration Date
Standard Parking Design		8/1/1973	1,364,917	10/8/1985	10/8/2005
Standard Parking and Design		4/2003	Trademark Application filed - Serial No. 78/418001 filed 6/7/2002; waiting upon final Application acceptance.	-	-
Standard Parking Corporation and Design	 Standard Parking Corporation	4/2003	Trademark Application filed - Serial No. 78/418000 filed 6/7/2002 (ITU); waiting upon final Application acceptance.	-	-
Standard Parking, an APCOM/Standard Parking Company and design	 Standard Parking.	4/1/1998	2,410,002	4/3/2001	4/3/2011
Standard Road Assist	Standard Road Assist	3/2003	Trademark Application filed - Serial No. 78/525869 filed 6/28/2003; waiting upon final Application acceptance.	-	-
Standard University the Standard Parking Training Center and design	 Standard University <small>THE STANDARD PARKING TRAINING CENTER</small>	11/2001	Trademark Application filed - Serial No. 78/564608; waiting upon final Application acceptance.	-	-
The Parking Exchange	The Parking Exchange	5/17/1993	Trademark Application filed 10/30/1992 - Serial No. 74/927505.	-	Abandoned
The Standard Parking Exchange	The Standard Parking Exchange	5/17/1993	1,841,502	6/21/1994	6/21/2004
Ticket & Man Design		Intent to Use	Trademark Application filed - Serial No. 78/414752 filed 5/30/2002 (ITU); notified S & W of need to obtain extension.	-	-

Schedule 4.15 Trademarks & Service Marks  
2/11/2003

**SCHEDULE 4.15  
INTELLECTUAL PROPERTY  
PAGE 4 OF 6**

**L. U.S. TRADEMARKS & SERVICE MARKS**

Service Mark	Description	Date of First Use	Federal Registration No. / Status	Original Registration Date	Expiration Date
Ticket (Man with Circles design)		11/24/2000	2,693,120	3/4/2003	3/4/2013
We Have a Spot for You	We Have a Spot for You	11/23/1998	2,360,282	8/20/2000	8/20/2010

Schedule 4.15 Trademarks & Service Marks  
11/18/2003