

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Standard Parking Corporation		06/02/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	LaSalle Bank National Association, as Administrative Agent
<b>Street Address:</b>	135 South LaSalle Street
<b>City:</b>	Chicao
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Serial Number:	76461104	ADVANCED PARKING TECHNOLOGY
Registration Number:	612343	AIRPORT PARKING
Registration Number:	1443582	AMBIANCE IN PARKING
Registration Number:	2119200	APCOA COMMITTED TO CUSTOMER SATISFACTION
Registration Number:	2200900	APCOA COMMITTED TO CUSTOMER SATISFACTION PARKING PROPERTY MANAGEMENT & DEVELOPMENT
Registration Number:	1070394	APCOA
Registration Number:	1037009	APCOA
Registration Number:	870643	APCOA
Registration Number:	2190250	APCOA CLIENT VIEW
Registration Number:	2440004	APCOA AN APCOA STANDARD PARKING COMPANY
Registration Number:	2440003	APCOA/STANDARD PARKING
Registration Number:	2355026	
Registration Number:	2440069	APCOA/STANDARD PARKING
Registration Number:	2165753	BOOKS-TO-GO

CH \$1015.00 76461104

Registration Number:	1743612	CP
Registration Number:	2345554	EXPRESSLANE PARKING
Registration Number:	2343620	EXPRESSLANE
Registration Number:	2398666	FILMS-TO-GO
Registration Number:	2622030	LITTLE PARKERS
Serial Number:	74538106	O'HARE FREQUENT PARKER
Registration Number:	1589359	PARK AIR EXPRESS
Registration Number:	1886740	PARKALERT
Registration Number:	1698506	PARKNET
Registration Number:	1435959	PRIDE IN PARKING
Registration Number:	612789	
Serial Number:	76547154	SETUP
Serial Number:	76123950	SPEEDSTAT
Registration Number:	1893361	STANDARD PARKING
Registration Number:	1364917	
Registration Number:	2801135	STANDARD PARKING
Registration Number:	2792585	STANDARD PARKING CORPORATION
Registration Number:	2440002	STANDARD PARKING AN APCOA/STANDARD PARKING COMPANY
Serial Number:	76525969	STANDARD ROAD ASSIST
Registration Number:	2792356	STANDARD UNIVERSITY THE STANDARD PARKING TRAINING CENTER
Serial Number:	74327505	THE PARKING EXCHANGE
Registration Number:	1841502	THE STANDARD PARKING EXCHANGE
Serial Number:	76414792	TICKET
Registration Number:	2693120	TICKET
Registration Number:	2360282	WE HAVE A SPOT FOR YOU
Registration Number:	1910820	ADVANCED PARKING TECHNOLOGY

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-721-6405

Email: christine.wilson@t-t.com

Correspondent Name: Thomson & Thomson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

**TRADEMARK**

**REEL: 003087 FRAME: 0873**

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	05/19/2005

**Total Attachments: 16**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 2, 2004, by STANDARD PARKING CORPORATION, a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (as defined in the hereinafter described Credit Agreement) (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor. All capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guaranty and Collateral Agreement.

B. The Grantor and the Guarantors have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders and the Administrative Agent are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

Notwithstanding anything to the contrary in this definition, the term Trademark Collateral shall not include any rights under any contract, license or other agreement or any General Intangible or Intellectual Property, in each case, to the extent the grant of a security interest pursuant to this Agreement or any Loan Document (i) would invalidate the underlying right of any Grantor in such General Intangible or Intellectual Property, (ii) is prohibited by such contract, license, agreement, Intellectual Property or General Intangible without the consent of any other party thereto, or (iii) would give any other party to such contract, license, agreement, Intellectual Property or General Intangible the right to terminate its obligations thereunder, in each case, solely to the extent that any such restriction shall be enforceable under the UCC and other applicable law, unless and until all necessary consents to such grant of a security interest have been obtained from the other parties thereto.


This security interest secures the Obligations and is supplemental to and is granted to the Administrative pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and

Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

STANDARD PARKING CORPORATION, a  
Delaware corporation

By:   
Name: Daniel R. Meyer  
Title: Senior Vice President, Corporate Controller  
and Assistant Treasurer

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

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


The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

STANDARD PARKING CORPORATION,  
a Delaware corporation

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

Acknowledged:

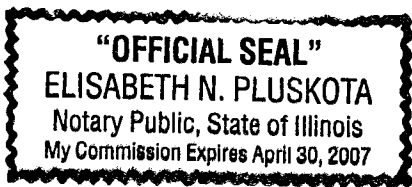
LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Title: First Vice President



STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 25<sup>th</sup> day of May, 2004, before me personally appeared Daniel R. Meyer, the Senior Vice President/Corporate Controller/Assistant Treasurer of Standard Parking Corporation (the "Company"), whose signature is set forth above, to me known who, being duly sworn, did depose and say that he/she is the above-indicated officer of the Company, and who executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors of the Company.





Elisabeth N. Pluskota  
Notary Public

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT






Trademarks, Trademark Applications and Trademark Licenses

See Attached.






CANADIAN TRADEMARKS

Service Mark	Description	Date of First Use	Federal Registration No.	Original Registration Date	Expiration Date
APCOA	APCOA	4/21/1977	TMA231,103	12/1/1978	12/1/2008
APCOA, An APCOA/Standard Parking Company and design	 APCOA, An APCOA/Standard Parking Company	Before 6/1999	TMA556,756	1/23/2002	1/23/2017
APCOA/Standard Parking and design	 APCOA/Standard Parking	Before 6/1999	TMA556,057	1/8/2002	1/8/2017
APCOA/Standard Parking wordmark	APCOA/Standard Parking	Before 10/1999	TMA553,809	11/15/2001	11/15/2016
Books-to-Go	Books-to-Go	Before 8/1997	TMA550,403	9/7/2001	9/7/2016
Expresslane	Expresslane		Inquired but did not file; No proof of use in Canada.	---	Did not use
Expresslane and design	Expresslane and design		Inquired but did not file; no proof of use in Canada.	---	Did not use
Films-to-Go	Films-to-Go	Before 5/1999	TMA604,648	3/10/2004	3/10/2019
Little Parkers	Little Parkers	Before 2/2001	Trademark Application accepted - Serial No. 1,091,911, filed 2/7/2001; obtained 6-month extension through 9/5/2004.	---	---
ParkNet	ParkNet	Before 8/1998	Trademark Application - Serial No. 0,888,241.	8/25/1998	Inactivated 9/12/2001
SETUP	SETUP	5/2003	Trademark Application filed on 3/24/2004 - Serial No. 1,210,869; waiting for examination by Canadian Trade-Marks Office.	---	---




CANADIAN TRADEMARKS

Service Mark	Description	Date of First Use	Federal Registration No.	Original Registration Date	Expiration Date
Standard Parking and Design	 <b>Standard Parking</b>	Intent to Use	Trademark Application accepted – Serial No. 1,152,613, filed 9/13/2002; waiting upon application acceptance.	---	---
Standard Parking Corporation and Design	 <b>Standard Parking Corporation</b>	Intent to Use	Trademark Application accepted – Serial No. 1,152,612, filed 9/13/2002; waiting upon application acceptance.	---	---
Standard Parking, An APCOA/Standard Parking Company and design	 <b>Standard Parking.</b> <small>An APCOA/Standard Parking Company</small>	Before 6/1999	TMA556,770	1/23/2002	1/23/2017
Standard Road Assist	Standard Road Assist	3/2003	Trademark Application filed 12/24/2003 – Serial No. 1,202,243; waiting upon application acceptance.	---	---
Ticket & Man Design		Intent to Use	Trademark Application filed 11/26/2002 – Serial No. 1,160,217; obtained 6-month extension through 7/18/2004.	---	---
Ticket & Man (with Circles) Design		11/24/2000	Trademark Application filed 11/26/2002 – Serial No. 1,160,218; waiting upon application acceptance.	---	---






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; Supplemental Register	Advanced Parking Technology	5/1/1994	1,910,820	8/8/1995	8/8/2005
Advanced Parking Technology Intl. Class 37, 39, 42 & 45; Principal Register	Advanced Parking Technology	5/1/1994	Trademark Application filed - Serial No. 76/461104 filed 10/24/2002; Application denied; S & W sent response 9/10/2003; Application denied 1/8/2004.	---	Abandoned
Airport Parking and design	 Airport Parking	10/10/1951	0,612,343	9/13/1955	9/13/2005
Ambiance In Parking	Ambiance In Parking	3/31/1986	1,443,582	6/16/1987	6/16/2007
APCOA Committed to Customer Satisfaction and design	 APCOA	8/23/1991	2,119,200	12/9/1997	12/9/2007
APCOA Committed to Customer Satisfaction Parking Property and Management and design	 APCOA	12/5/1995	2,200,900	11/3/1998	11/3/2008
APCOA	APCOA - "vehicle parking services"	11/1/1964	1,070,394	7/26/1977	7/26/2007
APCOA	APCOA - "urban and hospital parking services"	11/1/1964	1,037,009	3/30/1976	3/30/2006
APCOA and design	 APCOA	11/1/1964	0,870,643	6/3/1969	6/3/2009
APCOA Client View and design	 APCOA	8/9/1995	2,190,250	9/22/1998	9/22/2008
APCOA, an APCOA/Standard Parking Company and design	 APCOA AN APCOA/STANDARD PARKING COMPANY	4/1/1998	2,440,004	4/3/2001	4/3/2011
APCOA/Standard Parking and design	 APCOA/Standard Parking	6/30/1998	2,440,003	4/3/2001	4/3/2011
APCOA/Standard Parking design	 APCOA/Standard Parking	4/1/1998	2,355,026	6/6/2000	6/6/2010



U.S. TRADEMARKS & SERVICE MARKS

Service Mark	Description	Date of First Use	Federal Registration No. / Status	Original Registration Date	Expiration Date
APCOA/Standard Parking wordmark	<i>APCOA/Standard Parking</i>	7/2/1998	2,440,069	4/3/2001	4/3/2011
Books-to-Go	Books-To-Go	4/7/1997	2,165,753	6/16/1998	6/16/2008
CP stylized		12/1/1986	1,743,612	12/29/1992	12/29/2012
Expresslane Parking and design		12/1/1998	2,345,554	4/25/2000	4/25/2010
Expresslane wordmark	Expresslane	12/1/1998	2,343,620	4/18/2000	4/18/2010
Films-to-Go	Films-to-Go	5/5/1999	2,398,666	10/24/2000	10/24/2010
Little Parkers	Little Parkers	5/2000	2,622,030	9/17/2002	9/17/2012
O'Hare Frequent Parker	O'Hare Frequent Parker	Before 6/1994	Trademark Application filed - Serial No. 74/538106, filed 6/15/1994.	---	Abandoned
Park Air Express	Park Air Express	9/13/1983	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	3/2/1992	1,698,506	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		10/7/01/951	0,612,789	9/20/1955	9/20/2005
SETUP	SETUP	5/2003	Trademark Application filed - Serial No. 76/547154 filed 9/26/2003; waiting upon final Application acceptance.	---	---

U.S. TRADEMARKS & SERVICEMARKS

Service Mark	Description	Date of First Use	Federal Registration No. / Status	Original Registration Date	Expiration Date
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	1983	1,893,361	5/9/1995	5/9/2005
Standard Parking Design	 Standard Parking	9/1/1973	1,364,917	10/8/1985	10/8/2005
Standard Parking and Design	 Standard Parking	4/2003	2,801,135	12/30/2003	12/30/2013
Standard Parking Corporation and Design	 Standard Parking Corporation	4/2003	2,792,585	12/9/2003	12/9/2013
Standard Parking, an APCOA/Standard Parking Company and design	 Standard Parking. <small>an APCOA/Standard Parking Company</small>	4/1/1998	2,440,002	4/3/2001	4/3/2011
Standard Road Assist	Standard Road Assist	3/2003	Trademark Application filed on Supplemental Register - Serial No. 76/525969 filed 6/26/2003; 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	2,792,356	12/9/2003	12/9/2013

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

Service Mark	Description	Date of First Use	Federal Registration No. / Status	Original Registration Date	Expiration Date
The Parking Exchange	The Parking Exchange	5/17/1993	Trademark Application filed 10/30/1992 - Serial No. 74/327505.	---	Abandoned
The Standard Parking Exchange	The Standard Parking Exchange	5/17/1993	1,841,502 Working with S & W to file a renewal.	6/21/1994	6/21/2004
Ticket & Man Design		Intent to Use	Trademark Application filed - Serial No. 76/414792 extension obtained through 9/10/2004.	---	---
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	6/20/2000	6/20/2010



STATE REGISTRATIONS

State / County	Business Name	Date of First Use	Registration No.	Registration Date
California	Executive Parking Industries, L.L.C.	1/10/1997	101997010029	1/10/1997
California (Los Angeles County)	Park Air Express		98 2089876	11/16/1998
Connecticut	APCOA Bradley Parking Company, LLC		2069981	2/3/2000
Connecticut	Bradley Airport Parking Limited Partnership		2093591	4/4/2000
Delaware (New Castle County)	APCOA, Inc.	5/1/1994	N/A	11/30/1994
Delaware	Bradley Airport Parking Limited Partnership		3168958 8300	3/31/2000
Georgia (Fulton County)	Park Air Express	7/16/1988	63 290	12/11/1989
Illinois	Pride In Parking	8/31/1981	58862	8/19/1986
Illinois	Books-to-Go	4/7/1997	80545	5/22/1997
Illinois	Central Park	3/16/1983	090898	7/31/2003
Indiana	APCOA Parking Venture I, Limited Partnership	6/17/1993	N/A	6/21/1993
Louisiana	APCOA-GSP, L.P.	12/30/1997	N/A	
Louisiana	APCOA Parking Venture III, Limited Partnership	7/11/1996	N/A	7/11/1996
Louisiana	APCOA LaSalle Parking Company, LLC	12/17/1998	BBE 34719252K	12/14/1998
Michigan	APCOA Parking Venture III, Limited Partnership	7/8/1996	L92542	7/15/1996
Minnesota	APCOA and design		2,979	1/12/1966
Missouri	APCOA-S.R.P. Parking V Joint Venture		X 249216	1/4/1993
Ohio	Advanced Parking Technology	5/1/1994	RN 197042	11/14/1994
Ohio	APCOA-Atrium Parking Venture, L.P.		901784	4/14/1995
Ohio	APCOA-GSP, L.P.	12/29/1997	LP1866	12/30/1997
Ohio	APCOA Parking Venture I, Limited Partnership	6/17/1993	FN 62549	6/21/1993

STATE REGISTRATIONS

State / County	Business Name	Date of First Use	Registration No.	Registration Date
Ohio	APCOA Parking Venture III, Limited Partnership	6/12/1993	944103	6/13/1996
Ohio	APCOA Parking Venture IV L.L.C.		1047125	12/7/1998
Ohio	APOCA Parking Venture V.L.L.C.	11/1/1999	1112348	11/1/1999
Ohio	APCOA-SRP Parking Limited Partnership	2/1/1988	908823	6/29/1995
Ohio	APCOA-SRP Parking II Limited	10/5/1990	908824	6/29/1995
Ohio	APCOA-SRP Parking III			1/21/1992
Ohio	Park-Air Express	1/1/1986	RN 86634	9/9/1995
Oklahoma	APCOA	1963	14152	1/10/1996
Pennsylvania	Penn-Ohio Park Air Express		1595418	8/20/1990
Pennsylvania	Park Air Express		1595414	8/20/1990
South Carolina	APCOA-GSP, L.P.	12/30/1997	N/A	1/20/9898
South Dakota	APCOA Parking Venture III, Limited Partnership	7/22/1996	N/A	7/22/1996
Texas	Express Auto Park		53635-06	12/4/1995
Texas (Dallas)	Advanced Parking Technology	5/1/1994	N/A	2/27/1995

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

None.