

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Amended and Restated Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Traffic.com, Inc.	FORMERLY Mobility Technologies, Inc.	04/22/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Columbia Partners, L.L.C. Investment Management, as agent
Street Address:	1775 Pennsylvania Avenue, NW
Internal Address:	Suite 1000
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	limited liability company:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2626421	MOBILITY TECHNOLOGIES
Registration Number:	2680551	MOBILITY TECHNOLOGIES
Registration Number:	2661619	TRAFFIC.COM
Registration Number:	2487579	TRAFFIC.COM
Registration Number:	2590868	TRAFFIC PULSE
Registration Number:	2668747	DIGITAL TRAFFIC PULSE
Registration Number:	2599763	KEYROUTE
Registration Number:	2560361	TIME IS ON YOUR SIDE
Registration Number:	2695462	TRAFFIC PULSE NETWORKS
Registration Number:	2697667	TRAFFIC PULSE NETWORKS
Registration Number:	2756773	DIGITAL TRAVEL TIME
Registration Number:	2742028	TRAFFIC PULSE VOICE

CH \$415.00 2626421

Registration Number:	2742027	TRAFFIC PULSEVOICE
Serial Number:	78359650	JAM FACTOR
Serial Number:	78437196	TRAFFIC PULSE
Serial Number:	78461955	TRAFFIC PULSE NEXGEN

CORRESPONDENCE DATA

Fax Number: (650)849-7400

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

Phone: 6508435381

Email: dsanchezbentz@cooley.com

Correspondent Name: Diana Sanchez Bentz

Address Line 1: 5 Palo Alto Square, 3000 El Camino Real

Address Line 2: Cooley Godward LLP

Address Line 4: Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	07/15/2005

Total Attachments: 8

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**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 22, 2005, is entered into by and between TRAFFIC.COM, INC., a Delaware corporation (formerly named "Mobility Technologies, Inc.") (the "Grantor") and COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, as Agent (the "Secured Party").

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, 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 "First Credit Agreement Amendment"), the parties thereto agreed to certain amendments to the terms of the Restated 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, Potomac Asset Management Company, Inc. ("PAMCO") (as successor agent to PNC), and lenders signatory thereto (the "Second Credit Agreement Amendment"), the parties thereto agreed to certain amendments to the terms of the Restated Credit Agreement, as amended by the First Credit Agreement Amendment, including the increase in the Individual Loan Amount of NEBF from \$19,000,000 to \$19,400,000;

WHEREAS, pursuant to a Consent and Third Amendment to Amended and Restated Credit Agreement dated December 7, 2003 by and among Grantor, PAMCO, and lenders signatory thereto (the "Third Credit Agreement Amendment"), the parties thereto agreed to certain amendments to the terms of the Restated Credit Agreement, as amended by the First Credit Agreement Amendment and the Second Credit Agreement Amendment;

WHEREAS, pursuant to a Waiver and Fourth Amendment to Amended and Restated Credit Agreement dated April 30, 2004 by and among Grantor, PAMCO, and NEBF, as Lender (the "Fourth Credit Agreement Amendment" and together with the Restated Credit Agreement, the First Credit Agreement Amendment, the Second Credit Agreement Amendment and the Third Credit Agreement Amendment, the "Existing Credit Agreement"), the parties thereto agreed to certain amendments to the terms of the Restated Credit Agreement, as amended by the First Credit Agreement Amendment, the Second Credit Agreement Amendment and the Third Credit Agreement Amendment;

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

WHEREAS, pursuant to a Fifth Amendment to Amended and Restated Credit Agreement dated of even date herewith by and among Grantor, Secured Party, and NEBF, as Lender (the "Fifth Credit Agreement Amendment," and together with the Restated Credit Agreement, the First Credit Agreement Amendment, the Second Credit Agreement Amendment, the Third Credit Agreement Amendment and the Fourth Credit Agreement Amendment, the "Credit Agreement"), the parties thereto agreed to certain amendments to the terms of the Restated Credit Agreement, as amended by the First Credit Agreement Amendment, the Second Credit Agreement Amendment, the Third Credit Agreement Amendment, the Fourth Credit Agreement Amendment and the Fifth Credit Agreement Amendment, including the increase in the Individual Loan Amount of NEBF from \$19,400,000 to \$29,400,000;

WHEREAS, Grantor has previously executed and delivered to Secured Party, for the benefit of Lenders, an Amended and Restated Patent, Trademark and Copyright Security Agreement dated March 29, 2002 (the "Prior IP Security Agreement") in connection with the Credit Agreement;

WHEREAS, pursuant to the Prior IP Security Agreement, the parties thereto agreed to modify Schedule A thereto to include any future patents, patent applications, registered and unregistered trademarks, registered and unregistered copyrights or copyright applications, and domain names; and

WHEREAS, it is a condition precedent to making the loans, advances and other financial accommodations of Secured Party and Lender under the Credit Agreement that Grantor enter into this Amendment.

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

1. Schedule A to the Prior IP Security Agreement is hereby replaced with, and all references in the Prior IP Agreement to such schedule shall refer to, the replacement Schedule A attached hereto.

2. Grantor agrees, acknowledges and affirms that its liabilities and obligations under the Prior IP Agreement shall, except as expressly modified by this Amendment, remain in full force and effect, and shall not be released, impaired, diminished or in any other way modified or amended as a result of the execution and delivery 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.

GRANTOR:

TRAFFIC.COM, INC.

By: 

Name: ROBERT VERRATTI

Title: Chief Executive Officer

AGENT:

**COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGER**

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.

**GRANTOR:
TRAFFIC.COM, INC.**

By: _____
Name: _____
Title: _____

**AGENT:
COLUMBIA PARTNERS, L.L.C.
INVESTMENT MANAGER**

By: K. M. Scott
Name: K. M. Scott
Title: President + C.O.O.

**SCHEDULE A
TO
AMENDED AND RESTATED PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

1. The Grantor has filed the following 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". (Patent has been published, not awarded).
 - 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. The following marks have received registration approval from the US Patent and Trademark Office: Traffic.com (textual) registered December 17, 2002; Traffic.com and design registered September 11, 2001; Traffic Pulse (textual) registered July 9, 2002; KeyRoute registered July 23, 2002; Time Is On Your Side registered April 9, 2002; Mobility Technologies (textual) registered September 24, 2002; Digital Traffic Pulse (textual) registered December 31, 2002; Mobility Technologies and Design registered February 28, 2003; Traffic Pulse Networks (textual) registered March 11, 2003; Traffic Pulse Networks and Design registered March 18, 2003; Digital Travel Time (textual) registered August 26, 2003; Traffic Pulse Voice (textual) registered July 29, 2003; and Traffic Pulse Voice and Design registered July 29, 2003.

3. There are no registered copyrights and no registration applications have been made or are pending before the copyright authority of any country or regional authority, including without limitation the United States Copyright Office.

4. Unregistered Service Marks and Trademarks included:
see attached chart

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.	Registration No. 2,680,551	Registered 2/28/03	Registered
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.	Registration No. 2,668,747	Registered 12/31/02	Registered
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

MARK	OWNER	APPLICATION/ REGISTRATION NO.	APPLICATION/ REGISTRATION DATE	STATUS
TRAFFIC PULSE NETWORKS	Mobility Technologies, Inc.	Registration No. 2,695,462	Registered 3/11/03	Registered
TRAFFIC PULSE NETWORKS and Design	Mobility Technologies, Inc.	Registration No. 2,697,667	Registered 3/18/03	Registered
DIGITAL TRAVEL TIME	Mobility Technologies, Inc.	Registration No. 2,756,773	Registered 8/26/03	Registered
TRAFFIC PULSE VOICE	Mobility Technologies, Inc.	Registration No. 2,742,028	Registered 7/29/03	Registered
TRAFFIC PULSE VOICE and Design	Mobility Technologies, Inc.	Registration No. 2,742,027	Registered 7/29/03	Registered
IT'S ABOUT TIME	Mobility Technologies, Inc.	Application No. 78/218,753	Filed 2/25/03 (on the basis of intended use)	Abandoned
TANGO TIME	Mobility Technologies, Inc.	Application No. 78/218,702	Filed 2/25/03 (on the basis of intended use)	Abandoned
IT'S TIME TO TANGO	Mobility Technologies, Inc.	Application No. 78/218,734	Filed 2/25/03 (on the basis of intended use)	Abandoned
TANGO	Mobility Technologies, Inc.	Application No. 78/218,675	Filed 2/25/03 (on the basis of intended use)	Abandoned
JAM FACTOR	Mobility Technologies, Inc.	Application No. 78/359,650	Filed 1/29/04	Pending
TRAFFIC PULSE and Design	Mobility Technologies, Inc.	Application No. 78/437,196	Filed 6/17/04	Pending
TRAFFIC PULSE NEXGEN	Mobility Technologies, Inc.	Application No. 78/461,955	Filed 8/4/04	Pending

5. Chart of Registered Domain Names:

aboutmobilitytechnologies.com	fleettraffic.com	511tampa.com
cityviewtraffic.com	headlinetraffic.com	511tampa.net
digitaltraffic.com	mytrafficpulse.com	trafficamerica.org
digitaltrafficpulse.com	trafficpulse.biz	trafficbuddy.com
digitaltrafficpulse.info	trafficpulse.info	511tampa.org
mobilitytechnologies.biz	trafficpulsevoice.com	traffic-pulse.com
mobilitytechnologies.com	tampa511.com	trafficpulse.com
mobilitytechnologies.inc	trafficpulsemaxx.com	trafficpulse.inc
mobilitytechnologies.info	tampa511.net	trafficpulse.net
mobilitytechnologies.net	trafficcom.info	Trafficpulse.org
mobilitytechnologies.org	tampa511.org	trafficpulse.tv
mobilitytechnologies.tv	511tampabay.org	traffic.com
trafficpulsenetwork.com	trafficpulsenetworks.com	traffic.inc
trafficpulsenetwork.info	trafficpulsenetworks.info	mycommute.com
mytrafficcom.com	trafficpulsenexgen.com	trafficpulsenextgen.com
mytrafficcom.com	trafficcom.us	trafficcom.biz
trafficcom.us	mitrafico.com	trafico.com
mitrafico.com	511tampabay.com	511tampabay.net
mytraffic.com		