

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
ATI SYSTEMS INTERNATIONAL, INC.		02/06/2006	CORPORATION: CALIFORNIA
ATI SERVICES, LLC		02/06/2006	LIMITED LIABILITY COMPANY: DELAWARE
AT SYSTEMS, INC.		02/06/2006	CORPORATION: DELAWARE
AMERIFLIGHT, LLC		02/06/2006	LIMITED LIABILITY COMPANY: NEVADA
AT SECURITY, LLC		02/06/2006	LIMITED LIABILITY COMPANY: ARIZONA
UA TRANSERVICES, INC.		02/06/2006	CORPORATION: DELAWARE
AT SYSTEMS SECURITY, INC.		02/06/2006	CORPORATION: ARIZONA
FPC, INC.		02/06/2006	CORPORATION: ARIZONA
AT SYSTEMS LOGISTICS, INC.		02/06/2006	CORPORATION: DELAWARE
INTERCITY COURIER SERVICE, INC.		02/06/2006	CORPORATION: CALIFORNIA
AT SYSTEMS NORTHWEST, INC.		02/06/2006	CORPORATION: WASHINGTON
AT SYSTEMS SOUTHWEST, INC.		02/06/2006	CORPORATION: TEXAS
AT SYSTEMS MANUFACTURING, INC.		02/06/2006	CORPORATION: NEVADA
AT SYSTEMS GREAT LAKES, INC.		02/06/2006	CORPORATION: OHIO
AT SYSTEMS EAST, INC.		02/06/2006	CORPORATION: SOUTH CAROLINA
AT SYSTEMS SOUTHEAST, INC.		02/06/2006	CORPORATION: GEORGIA
AT SYSTEMS CENTRAL, INC.		02/06/2006	CORPORATION: KENTUCKY
UAS TRANSERVICES, INC.		02/06/2006	CORPORATION: CALIFORNIA
AT SYSTEMS NEW ENGLAND, INC.		02/06/2006	CORPORATION: DELAWARE
AT SYSTEMS ATLANTIC, INC.		02/06/2006	CORPORATION: DELAWARE
AT SYSTEMS WEST, INC.		02/06/2006	CORPORATION: CALIFORNIA
AT SYSTEMS TECHNOLOGIES, INC.		02/06/2006	CORPORATION: DELAWARE

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UNITED COURIERS, INC.		02/06/2006	CORPORATION: CALIFORNIA
AMERIFLIGHT, INC.		02/06/2006	CORPORATION: NEVADA
BERKSHIRE ARMORED CAR SERVICE, INC.		02/06/2006	CORPORATION: DELAWARE
DAN CONNOLLY, INC.		02/06/2006	CORPORATION: CALIFORNIA
AT SYSTEMS CORPORATE SERVICES, LLC		02/06/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
UAS TRANSERVICES, LLC		02/06/2006	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	800 FIFTH AVENUE / MAIL CODE: WA1-501-37-20
Internal Address:	ATTN: KEN PURO
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78565209	AUTOVEND
Serial Number:	78218286	EVEN XCHANGE
Serial Number:	78235590	RETAIL DIRECT
Registration Number:	2671415	AT SYSTEMS
Registration Number:	2642277	AT SYSTEMS
Registration Number:	2986215	AT SYSTEMS
Registration Number:	2821984	CASHLINK
Registration Number:	2957995	EVEN XCHANGE
Registration Number:	1911823	AMERIFLIGHT
Registration Number:	1948016	AMERIFLIGHT

CORRESPONDENCE DATA

Fax Number: (213)629-1033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 488-7100
Email: kevin.davis@pillsburylaw.com
Correspondent Name: BRIAN S. STERN, ESQ.
Address Line 1: 725 SOUTH FIGUEROA STREET, SUITE 2800

Address Line 2: PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	000338-0000308
NAME OF SUBMITTER:	Brian S. Stern
Signature:	/Brian S. Stern/
Date:	02/08/2006

Total Attachments: 24

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of February 6, 2006, 2006, is made by **ATI SYSTEMS INTERNATIONAL, INC.** a California corporation (together with its successors and assigns, the "**Company**"), those Subsidiaries of the Company listed on the signature pages hereof or which may hereafter become a party hereto pursuant to Section 2.2 hereof (each such Subsidiary, together with its successors and assigns, a "**Subsidiary Guarantor**" and, collectively, the "**Subsidiary Guarantors**" and the Subsidiary Guarantors together with the Company, each a Grantor and, jointly and severally, the "**Grantors**"); in favor in favor of **BANK OF AMERICA, N.A.**, as collateral agent (together with its successors and assigns in such capacity, the "**Collateral Agent**"), for the benefit of the Senior Creditors (as defined below) which are or may become parties to a certain Amended and Restated Intercreditor and Collateral Agency Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Intercreditor Agreement**") among the Senior Creditors and the Collateral Agent.

WHEREAS, pursuant to those certain separate Note Purchase Agreements, each dated as of December 19, 2003 (as amended by that certain First Amendment and Waiver to Note Purchase Agreement, dated as of September 30, 2004, and as may be further amended, restated, supplemented, or otherwise modified and in effect from time to time, the "**Note Purchase Agreements**"), among the Company and the purchasers identified in Schedule A thereto (such purchasers, together with each other holder from time to time of Notes (defined below), collectively, the "**Noteholders**"), the Company issued and sold to the purchasers (i) \$25,000,000 aggregate principal amount of its Floating Rate Series 2003-A Senior Notes due December 19, 2010 (all such notes, whether initially issued, or issued in exchange or substitution for any such note in accordance with the Note Purchase Agreements, and as such notes may be amended, restated, supplemented or otherwise modified from time to time in accordance with the Note Purchase Agreements, the "**Series 2003-A Notes**"), and (ii) \$20,000,000 aggregate principal amount of its 6.59% Series 2003-B Senior Notes due December 19, 2010 (all such notes, whether initially issued, or issued in exchange or substitution for any such note in accordance with the Note Purchase Agreements, and as such notes may be amended, restated, supplemented or otherwise modified from time to time in accordance with the Note Purchase Agreements, the "**Series 2003-B Notes**" and together with the Series 2003-A Notes, collectively, the "**Notes**");

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement, dated as of December 19, 2003 (as amended by that certain Waiver and Amendment No. 1 to Amended and Restated Loan Agreement, dated as of September 30, 2004, as further amended by that certain Waiver and Amendment No. 2 to Amended and Restated Loan Agreement, dated as of April 22, 2005, and as may be further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Loan Agreement**") among the Company and Bank of America, N.A., as sole lender (in such capacity, together with its successors and assigns, the "**Bank Lender**" and the Bank Lender together with the Noteholders, collectively, the "**Senior Creditors**" and the Senior Creditors together with the Collateral Agent, collectively, the "**Secured Parties**"), the Bank Lender has made available to the Company a certain revolving credit facility on the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Subsidiary Guaranty, dated as of December 19, 2003, certain Subsidiaries of the Company identified on the signature pages thereto or otherwise joined as parties thereto have guarantied to the Noteholders the payment and performance of all obligations of the Company under the Note Purchase Agreements and the Notes (as such guaranty may be amended, restated, supplemented or otherwise modified and in effect from time to time, including any increase in the amounts of the obligations guarantied thereunder or the joinder of additional guarantors thereunder, the “**Note Guaranty**”);

WHEREAS, pursuant to that certain Second Amended and Restated Continuing Guaranty, dated as of December 19, 2003, certain Subsidiaries of the Company identified on the signature pages thereto or otherwise joined as parties thereto have guarantied to the Bank Lender the payment and performance of all obligations of the Company under the Loan Agreement (as such guaranty may be amended, restated, supplemented or otherwise modified and in effect from time to time, including any increase in the amounts of the obligations guarantied thereunder or the joinder of additional guarantors thereunder, the “**Bank Guaranty**”);

WHEREAS, the Senior Creditors have entered into the Intercreditor Agreement, to govern their respective rights with respect to, inter alia, any collateral securing the obligations of the Company and the Subsidiary Guarantors under the Note Purchase Agreements, the Notes, the Note Guaranty, the Loan Agreement and the Bank Guaranty and each other Financing Agreement (as defined in the Intercreditor Agreement) and the documents relating thereto;

WHEREAS, it is a condition precedent to each of the Noteholders’ forbearance with respect to certain Events of Default under the Note Purchase Agreements and their entry into the Noteholder Standstill Agreement (as defined in the Intercreditor Agreement), and the Bank Lender’s forbearance with respect to certain Events of Default under the Loan Agreement and its entry into the Bank Forbearance Agreement (as defined in the Intercreditor Agreement), that the Grantors execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, a security agreement in substantially the form hereof; and

WHEREAS, the Senior Creditors have appointed Bank of America, N.A. as Collateral Agent to act on their behalf and for their benefit with respect to the administration, realization upon and other matters relating to among other things, the Collateral (as defined herein) and the Secured Parties’ security interests therein and liens thereon;

WHEREAS, the Grantors wish to grant a security interest in favor of the Collateral Agent, for the benefit of the Secured Parties, as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Intercreditor Agreement. In addition, as used herein:

“**Copyrights**” shall mean all:

(a) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto (the "Copyright Act"), and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including, copyrights for computer programs, source code and object code data bases and related materials and documentation, and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all of any Grantor's rights corresponding thereto throughout the world;

(b) rights under or interests in any copyright license agreements with any other party, whether any Grantor is a licensee or licensor under any such license agreement, and the right to use the foregoing in connection with the enforcement of the Secured Parties's rights; and

(c) copyrightable materials now or hereafter owned by any Grantor, all tangible property embodying the copyrights or copyrightable materials described herein, and all tangible property covered by the licenses described in clause (b) hereof.

"**Event of Default**" shall mean an "Event of Default" under either the Note Purchase Agreement or the Loan Agreement, or both, as the context requires.

"**Obligations**" shall have the meaning ascribed to the term "Benefited Obligations" in the Intercreditor Agreement; provided, however, that with respect to each Subsidiary Guarantor, "Obligations" shall be limited to such Subsidiary Guarantor's respective obligations under the Guaranties.

"**State**" means the State of California.

All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term "electronic document" applies in the event that the 2003 revisions to Article 7, with amendments to Article 9, of the Uniform Commercial Code, in substantially the form approved by the American Law Institute and the National Conference of Commissioners on Uniform State Laws, are now or hereafter adopted and become effective in the State or in any other relevant jurisdiction.

2. Grant of Security Interest; Additional Parties.

2.1. Grant; Collateral Description. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the payment and performance in full of all of the Obligations, a security interest in and pledges and assigns to the Collateral Agent, for the benefit of the Secured Parties, the following intellectual

property, assets and rights of such Grantor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the “**Collateral**”):

(a) All (i) letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including those letters patent, design patents, utility patents, inventions, trade secrets, patents, patent applications and patent license agreements listed on Exhibit A (as such Exhibit may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any patent whether such Grantor is a licensor or licensee, (iii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) the reissues, divisions, continuations, renewals, extensions, amendments and continuations-in-part of any of the foregoing (collectively, the “**Patents**”);

(b) All (i) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademarks, trademark registrations, applications, service marks, business names, trade styles, design logos and other source or business identifiers listed on Exhibit B (as such Exhibit may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any such mark, whether such Grantor is a licensor or licensee including, the licenses listed on Exhibit B (as such Exhibit may be supplemented from time to time in accordance with the terms of this Agreement), (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark or any such license, including, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (vii) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (viii) all documents constituting or concerning the then current or proposed advertising and promotion by such Grantor, its subsidiaries or licensees of products sold under or in connection with such marks, including all documents that reveal the media used or to be used and the cost for all such advertising and (ix) renewals, extensions and amendments of any of the foregoing, in each case, to the extent constituting Collateral (collectively, the “**Trademarks**”); and

(c) All proceeds and products of the foregoing, including without limitation

all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2.2. Additional Parties. Any Person which becomes a Subsidiary after the date hereof and which is required, pursuant to the Intercreditor Agreement, to become a party to this Agreement shall execute and deliver a duplicate original of this Agreement and, upon acceptance thereof by the Collateral Agent and the Senior Creditors, such Person shall become a "Grantor" under this Agreement for all purposes and shall be deemed to have made the covenants and agreements of the Grantors set forth herein as of the date of the execution and delivery of such acknowledgment and agreement (including, without limitation, the grant of the security interest contained in this Section 2) and shall comply with all other obligations to be performed by a Grantor.

3. Authorization to File Financing Statements. Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State or such other jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment. Each Grantor agrees to furnish any such information to the Collateral Agent promptly upon request. Each Grantor also ratifies its authorization for the Collateral Agent to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4. Other Actions. Each Grantor agrees, in each case at such Grantor's expense, upon the request of the Collateral Agent and at the Collateral Agent's option, to take any and all other actions as the Collateral Agent may determine to be necessary or useful for the attachment, perfection and first priority with respect to all of the Collateral (subject to the terms of the Intercreditor Agreement), and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in any and all of the Collateral, including, without limitation, (a) executing, acknowledging and delivering, and filing and recording in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by the Collateral Agent, to perfect the Collateral Agent's security interest in all Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Collateral Agent the grant or perfection of a security interest in all Collateral, (b) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Collateral Agent to enforce, the Collateral Agent's security interest in such Collateral, (c) obtaining governmental and other third party waivers, consents and approvals, in form and substance satisfactory to the Collateral Agent and the Senior Creditors, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral and (d) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as determined by the Collateral Agent to be

applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

5. Representations and Warranties Concerning Collateral, Etc.

Each Grantor represents and warrants to the Secured Parties as follows: (a) such Grantor is the owner of or has other rights in or power to transfer its respective Collateral, free from any right or claim of any person or any adverse lien, security interest, license or other encumbrance, except for the security interest created by this Agreement, other liens permitted by all of the Note Purchase Agreements, the Loan Agreement, the Noteholder Standstill Agreement and the Bank Forbearance Agreement (collectively, the "Financing Documents"), (b) each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party; (c) such Grantor has the power, authority and legal right to grant the security interests in the Collateral purported to be granted hereby, and to execute, deliver and perform this Agreement, (d) upon the recordation of appropriate documentation with the United States Patent and Trademark Office and the filing of appropriate financing statements in the appropriate filing offices, the Collateral Agent will have a first-priority perfected security interest (except for liens permitted by all of the Financing Documents) in the Collateral, (e) such Grantor does not own, is not a licensee of, nor has such Grantor applied for any Patents or Trademarks, other than those set forth on Exhibit A and Exhibit B and (f) such Grantor does not own, is not a licensee of, nor has such Grantor applied for any Copyrights.

6. Covenants Concerning Collateral, Etc. Each Grantor covenants with the Secured Parties as follows: (a) except for the security interest herein granted, other liens permitted by all of the Financing Documents, such Grantor shall be the owner of or have other rights in the Collateral free from any right or claim of any other person or any lien, security interest, license or other encumbrance, and such Grantor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Collateral Agent or any of the Senior Creditors, (b) no Grantor shall pledge or create, or suffer to exist any right of any person in or claim by any person to its Collateral, or any security interest, lien, license or other encumbrance upon the Collateral in favor of any person or become bound (as provided in §9-203(d) of the Uniform Commercial Code of the State or any other relevant jurisdiction or otherwise) by a security agreement in favor of any person as secured party other than the Collateral Agent except for liens permitted by all of the Financing Documents, (c) such Grantor will pay promptly when due all taxes, assessments, governmental charges and levies upon any of the Collateral or incurred in connection with the use or operation of any of the Collateral or incurred in connection with this Agreement, (d) such Grantor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein (e) such Grantor shall (i) protect, defend and maintain the validity and enforceability of the Patents and Trademarks (ii) detect infringements of the Patents and Trademarks and promptly advise the Collateral Agent in writing of infringements detected and (iii) not allow any Patents or Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of the Collateral Agent, (f) such Grantor shall not enter into any license, or any other agreement that would impair or conflict with such Grantor's obligations hereunder without the Collateral Agent's prior written consent, (g) upon such Grantor's obtaining any rights or interests in any

Patents and/or Trademarks, such Grantor shall, in addition to all other acts required to be performed in respect thereof pursuant to this Agreement, supplement Exhibit A and/or Exhibit B, as applicable to reflect such additional Patents and/or Trademarks, (h) such Grantor shall promptly notify the Collateral Agent in writing in the event that such Grantor becomes a licensee of any Trademark or Patent, other than those set forth on Exhibit A or Exhibit B, that is necessary for its business and shall execute any and all documents, instruments or agreements and perform any and all actions reasonably requested by the Collateral Agent to give an assignment thereof including procuring the consent of the licensor thereto and (i) such Grantor shall promptly notify the Collateral Agent in writing in the event that such Grantor becomes the owner or licensee of any Copyrights and shall execute any and all documents, instruments or agreements and perform any and all actions reasonably requested by the Collateral Agent to perfect in any Copyrights or give an assignment thereof including procuring the consent of the licensor thereto.

7. Collateral Protection Expenses; Preservation of Collateral.

7.1. Expenses Incurred by Collateral Agent. The Collateral Agent may, at its discretion, and shall, at the direction of the Benefited Parties pursuant to the terms of the Intercreditor Agreement, discharge taxes and other encumbrances at any time levied or placed on any of the Collateral and pay any necessary filing fees, in each case if any Grantor fails to do so. Each Grantor, as applicable agrees to reimburse the Collateral Agent on demand for all expenditures so made. The Collateral Agent shall have no obligation to any Grantor to make any such expenditures, nor shall the making thereof be construed as a waiver or cure of any Event of Default.

7.2. Collateral Agent's Obligations and Duties. Anything herein to the contrary notwithstanding, each Grantor shall remain obligated and liable under each contract or agreement that comprises the Collateral to be observed or performed by the Grantors thereunder. Neither the Collateral Agent nor any Senior Creditor shall have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any Senior Creditor of any payment relating to any of the Collateral, nor shall the Collateral Agent or any Senior Creditor be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Senior Creditor in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Collateral Agent or to which the Collateral Agent or any Senior Creditor may be entitled at any time or times.

8. Notification to Account Debtors and Other Persons Obligated on Collateral.

Upon the occurrence of an Event of Default (other than Events of Default that have been waived or as to which action or remedies have been suspended pursuant to a written standstill or forbearance agreement), the Grantors shall, at the request and option of the Collateral Agent, notify account debtors and other persons obligated on any of the Collateral of the security

interest of the Collateral Agent in any Collateral and that payment thereof is to be made directly to the Collateral Agent or to any financial institution designated by the Collateral Agent as the Collateral Agent's agent therefor, and the Collateral Agent may itself, without notice to or demand upon the Grantors, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Grantors shall hold any proceeds of collection of Collateral received by the Grantors as trustee for the Collateral Agent, for the benefit of the Secured Parties, without commingling the same with other funds of the Grantors and shall turn the same over to the Collateral Agent in the identical form received, together with any necessary endorsements or assignments. Upon the occurrence of an Event of Default (other than Events of Default that have been waived or as to which action or remedies have been suspended pursuant to a written standstill or forbearance agreement), the Collateral Agent shall apply the proceeds of collection of Collateral received by the Collateral Agent to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

9. Power of Attorney.

9.1. Appointment and Powers of Collateral Agent.

Each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of such Grantor or in the Collateral Agent's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following:

(a) upon the occurrence and during the continuance of an Event of Default (other than Events of Default that have been waived or as to which action or remedies have been suspended pursuant to a written standstill or forbearance agreement), generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State or any other relevant jurisdiction and as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary or useful to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein, in order to effect the intent of this Agreement, all no less fully and effectively as such Grantor might do, including, without limitation, (i) the grant or issuance of an exclusive or non-exclusive license under the Patents or the Trademarks to anyone upon foreclosure by the Collateral Agent; (ii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral;

(iii) the filing of any claims or taking any action or instituting any proceedings which the Collateral Agent may reasonably deem necessary or desirable for the protection or enforcement of any of the rights of the Secured Parties with respect to any of the Patents and the Trademarks; and (iv) the filing and prosecuting of registration and transfer applications with the appropriate federal, state or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes; and

(b) to the extent that such Grantor's authorization given in Section 3 is not sufficient, to file such financing statements with respect hereto, with or without such Grantor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Collateral Agent may deem appropriate and to execute in such Grantor's name such financing statements and amendments thereto and continuation statements which may require such Grantor's signature.

9.2. Ratification by Grantors. To the extent permitted by law, each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable until the termination of this Agreement in accordance with its terms.

9.3. No Duty on Collateral Agent. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Collateral Agent and the Senior Creditors in the Collateral and shall not impose any duty upon the Collateral Agent to exercise any such powers. The Collateral Agent shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act, except for the Collateral Agent's own gross negligence or willful misconduct.

10. Rights and Remedies. If an Event of Default shall have occurred and be continuing (other than Events of Default that have been waived or as to which action or remedies have been suspended pursuant to a written standstill or forbearance agreement), the Collateral Agent, without any other notice to or demand upon the Grantors, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State or any other relevant jurisdiction and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located. The Collateral Agent shall give to the Grantors at least five (5) Business Days prior written notice of the time and place of any public sale of its respective Collateral or of the time after which any private sale or any other intended disposition is to be made. Each Grantor hereby acknowledges that five (5) Business Days prior written notice of such sale or sales shall be reasonable notice. Each Grantor hereby grants to the Collateral Agent a license or other right to use, without royalty or other charge, such Grantor's labels, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar nature, including, the Patents and the Trademarks, in advertising for sale and selling any Collateral. In addition, each Grantor waives any and all rights that it may have to

a judicial hearing in advance of the enforcement of any of the Collateral Agent's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

11. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent (a) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, (f) to contact other persons, whether or not in the same business as the Grantors, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Collateral Agent, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 11 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would fulfill the Collateral Agent's duties under the Uniform Commercial Code of the State or any other relevant jurisdiction in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 11. Without limitation upon the foregoing, nothing contained in this Section 11 shall be construed to grant any rights to the Grantors or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 11.

12. No Waiver by Collateral Agent, etc. The Collateral Agent shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Collateral Agent with the consent of the Benefited Parties. No delay or omission on the part of the Collateral Agent in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Collateral Agent with respect to the

Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Collateral Agent deems expedient.

13. Suretyship Waivers by Grantors.

Except as expressly provided for herein, each Grantor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Collateral Agent may deem advisable. The Collateral Agent shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof. Each Grantor further waives any and all other suretyship defenses.

14. Marshaling. Neither the Collateral Agent nor any Senior Creditor shall be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the rights and remedies of the Collateral Agent or any Senior Creditor hereunder and of the Collateral Agent or any Senior Creditor in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

15. Proceeds of Dispositions; Expenses. The Grantors shall pay to the Collateral Agent on demand any and all expenses, including attorneys' fees and disbursements, incurred or paid by the Collateral Agent in protecting, preserving or enforcing the Collateral Agent's and the Senior Creditors' rights and remedies under or in respect of any of the Obligations or any of the Collateral. Proceeds of collection or sale or other disposition of Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in accordance with the terms of the Intercreditor Agreement. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Grantors. In the absence of final payment and satisfaction in full of all of the Obligations, the Grantors shall remain liable for any deficiency.

16. **Overdue Amounts.** Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the applicable rates, including without limitation any default rate, set forth in the Note Purchase Agreements and the Loan Agreement.

17. **Governing Law.** THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE INTERNAL LAW OF ANY OTHER JURISDICTION.

18. **Termination and Releases.** This Agreement shall remain in full force and effect until the Obligations have been paid in full in cash or otherwise satisfied to the satisfaction of the Collateral Agent and the Senior Creditors. Upon payment in full in cash of the Obligations and all other amounts payable under this Agreement, the Intercreditor Agreement, the Financing Agreements and the other Security Documents and the expiration of (i) all commitments to the Senior Creditors and (ii) all Letters of Credit (as defined in the Loan Agreement), the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantors or any other Person entitled thereto; provided, however, notwithstanding anything contained to the contrary herein, upon the sale of any Collateral in accordance with the applicable provisions of each of the Intercreditor Agreement, the Bank Forbearance Agreement, the Noteholder Standstill Agreement, the Note Purchase Agreements, the Loan Agreement and the other Financing Agreements, the security interests created hereby solely in such of the Collateral to be sold (and not the security interests in the proceeds thereof) shall automatically terminate and the Collateral Agent shall, upon the reasonable written request and at the expense of the relevant Grantor, execute and deliver to such Grantor, all releases, assignments and other instruments as may be necessary or proper to evidence the termination of the Collateral Agent's security interest in such Collateral. The Collateral Agent will authorize the filing of appropriate UCC termination statements to terminate such security interests in accordance with this Section 18.

19. **Counterparts.** Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts and shall be effective when at least one counterpart shall have been executed by each party to this Agreement, and each set of counterparts which, collectively, show execution by each party to this Agreement shall constitute one duplicate original.

20. **Notices.** All notices, requests and other communications hereunder shall be made in the manner set forth in Section 9 of the Intercreditor Agreement.

21. **Miscellaneous.** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Grantors and each of their respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Senior Creditors and their respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or

unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Agreement.

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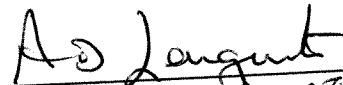
IN WITNESS WHEREOF, intending to be legally bound, each Grantor has caused this Agreement to be duly executed as of the date first above written.

GRANTORS

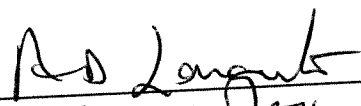
ATI SYSTEMS INTERNATIONAL, INC., a California corporation

By 
Name: Richard R. Frier
Title: CEO


ATI SERVICES, LLC, a Delaware limited liability company

By 
Name: AD Longworth
Title: VP

AT SYSTEMS, INC., a Delaware corporation

By 
Name: AD LONGWORTH
Title: VP

AMERIFLIGHT, LLC, a Nevada limited liability company

By 
Name: MARK V. LIVIAS
Title: VP

AT SECURITY, LLC, an Arizona limited liability company

By: AD Longworth
Name: AD LONGWORTH
Title: VP

UA TRANSERVICES, INC., a Delaware corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS SECURITY, INC., an Arizona corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

FPC, INC., an Arizona corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS LOGISTICS, INC., a Delaware corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

INTERCITY COURIER SERVICE, INC., a
California corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS NORTHWEST, INC., a
Washington corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS SOUTHWEST, INC., a Texas
corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS MANUFACTURING, INC., a
Nevada corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS GREAT LAKES, INC., an Ohio
corporation

By: AD Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS EAST, INC., a South Carolina corporation

By: Ad Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS SOUTHEAST, INC., a Georgia corporation

By: Ad Longworth
Name: AD LONGWORTH
Title: VP

AT SYSTEMS CENTRAL, INC., a Kentucky corporation

By: Ad Longworth
Name: AD LONGWORTH
Title: VP

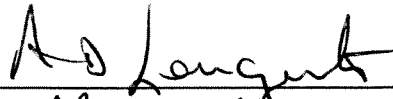
UAS TRANSERVICES, INC., a California corporation

By: Ad Longworth
Name: AD LONGWORTH
Title: VP

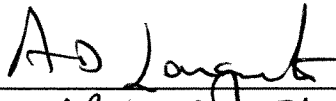
AT SYSTEMS NEW ENGLAND, INC., a Delaware corporation

By: Ad Longworth
Name: AD LONGWORTH
Title: VP

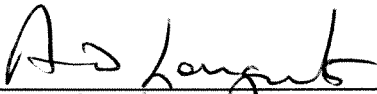
AT SYSTEMS ATLANTIC, INC., a Delaware corporation

By: 
Name: AD LONGWORTH
Title: VP

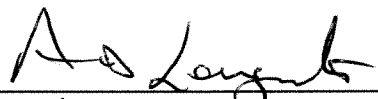
AT SYSTEMS WEST, INC., a California corporation

By: 
Name: AD LONGWORTH
Title: VP


AT SYSTEMS TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: AD LONGWORTH
Title: VP

UNITED COURIERS, INC., a California corporation

By: 
Name: AD LONGWORTH
Title: VP

AMERIFLIGHT, INC., a Nevada corporation

By: 
Name: MARK V. LIVENSON
Title: VP

**BERKSHIRE ARMORED CAR SERVICE,
INC., a Delaware corporation**

By: Ad Longworth
Name: Ad LONGWORTH
Title: VP

DAN CONNOLLY, INC., a California corporation

By: Ad Longworth
Name: Ad LONGWORTH
Title: VP

**AT SYSTEMS CORPORATE SERVICES,
LLC, a California limited liability company**

By: Ad Longworth
Name: Ad LONGWORTH
Title: VP

**UAS TRANSERVICES, LLC, a California limited
liability company**

By: Ad Longworth
Name: Ad LONGWORTH
Title: VP

EXHIBIT A

PATENTS

See attached chart.

A484 - Patent Docket Report
U.S. AND FOREIGN PATENT PROGRAM

LISTED IN ORDER BY CPH DOCKET NO.

INVENTION TITLE	Client Attys	CLASSIFICATION	OFFICE	ISSUED	STATUS	
CASH MANAGEMENT SYSTEM <i>William F. Brooks, Jr. et al.</i>	A484 MEG/DAD	31612-USA UNITED STATES	UTL-ORD	08/542984 6067530	10/13/1995 05/23/2000	ISSUED
ROLLED COIN DISPENSER <i>Matthew G. Thie</i>	A484 MEG/IEJ	39783-USA UNITED STATES	UTL-ORD	07/258662 4940162	10/17/1988 07/10/1990	ISSUED
INTELLIGENT ROLLED COIN DISPENSER <i>John W. Sims et al.</i>	A484 MEG/IEJ	39784-USA UNITED STATES	UTL-PRO	60/071254	01/12/1998	RECORD ONLY 01/12/1998
CASH MANAGEMENT SYSTEM INTERFACE <i>John W. Sims et al.</i>	A484 MEG/IEJ	39785-USA UNITED STATES	UTL-PRO	60/103828	10/09/1998	RECORD ONLY 10/09/1998
CASH MANAGEMENT SYSTEM INTERFACE <i>John W. Sims et al.</i>	A484 MEG/IEJ	39786-PCT PATENT COOPERATION TREATY	UTL-ORD	US99/23540	10/09/1999	NATIONAL 04/06/2001
CASH MANAGEMENT SYSTEM INTERFACE <i>John W. Sims et al.</i>	A484 MEG/IEJ	39786-USA UNITED STATES	UTL-PCT of 39786	09/807070	04/06/2001	PENDING
INTELLIGENT ROLLED COIN DISPENSER <i>John W. Sims et al.</i>	A484 MEG/IEJ	40065-USA UNITED STATES	UTL-ORP of 40065	09/228719 6822550	01/12/1999 11/23/2004	ISSUED
ELECTRONIC TRANSMISSION AND TRACKING OF DEPOSIT INFORMATION <i>William F. Brooks, Jr. et al.</i>	A484 MEG/IEJ	40234-USA UNITED STATES	UTL-ORD	09/693565	10/20/2000	PENDING
LOOSE COIN AND ROLLED COIN DISPENSER <i>John F. G. Angove et al.</i>	A484 MEG/IEJ	50804-USA UNITED STATES	UTL-CON of 40688	10/626473 6796415	07/23/2003 09/28/2004	ISSUED
DROP SAFE WITH ACCESS TO INTERIOR COMPONENTS <i>Ron Vysma et al.</i>	A484 MEG	53105-USA UNITED STATES	UTL-ORD	10/966413	10/15/2004	PENDING

EXHIBIT B
TRADEMARKS

See attached chart.

**A484 - AT Systems, Inc.
U.S. AND FOREIGN MARK PROGRAM**

LISTED IN ORDER BY MARK

Client: **AT Systems, Inc.** Class: **36, 39** Mark: **AT SYSTEMS** Status: **REGISTERED**
 Application No.: **76/284899** Serial No.: **76/284899** Reg. No.: **76/284899** Owner/Registrant: **AT Systems, Inc.**

MARK	CLASS	REG. NO.	FILED	STATUS
AT SYSTEMS	SM	76/284899	07/13/2001	REGISTERED
		2671415	01/07/2003	
AT SYSTEMS (Stylized)	SM	76/285080	07/13/2001	REGISTERED
	36, 39	2642277	10/29/2002	
AT SYSTEMS and design (knight head)	AW	50314-		DOCKETED
				05/12/2003
AT SYSTEMS and design (knight head)	TM/SM	78/257061	06/02/2003	REGISTERED
	09, 36, 39	2986215	08/16/2005	
AUTOVEND	TM	78/565209	02/10/2005	PENDING
	09			
CASHLINK	TM/SM	76/173770	11/30/2000	REGISTERED
	09, 36, 39	2821984	03/16/2004	
EVEN XCHANGE	SM	78/218107	02/24/2003	REGISTERED
	36	2957995	05/31/2005	
EVEN XCHANGE and design	SM	78/218286	02/24/2003	ALLOWED
	36		ITU	08/02/2005
RETAIL DIRECT	SM	78/235590	04/09/2003	PUBLISHED
	36, 39		ITU	10/25/2005
U.SHIP	AW	51742-		DOCKETED
				12/24/2003

**A484 - Armored Transport, Inc.
U.S. AND FOREIGN MARK PROGRAM**

LISTED IN ORDER BY MARK

MARKS	CLASS	OFFICE	REG. NO.	ISSUED	REGISTRATION STATUS	
AMERIFLIGHT	A484 A/W/MEG	56984-USA UNITED STATES	SM 39	74/512808 1911823	04/15/1994 08/15/1995	Ameriflight, Inc. REGISTERED
AMERIFLIGHT and Design (star)	A484 A/W/MEG	56985-USA UNITED STATES	SM 39	74/512809 1948016	04/15/1994 01/16/1996	Ameriflight, Inc. REGISTERED