

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Columbia Partners, L.L.C. Investment Management, as Agent		01/30/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Traffic.com, Inc.
Street Address:	851 Duportail Road
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78359650	JAM FACTOR
Serial Number:	78437196	TRAFFIC PULSE
Serial Number:	78461955	TRAFFIC PULSE NEXGEN
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

CH \$415.00 78359650

Registration Number:	2756773	DIGITAL TRAVEL TIME
Registration Number:	2742028	TRAFFIC PULSE VOICE
Registration Number:	2742027	TRAFFIC PULSEVOICE

CORRESPONDENCE DATA

Fax Number: (202)662-6291
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 841-1262
Email: trademarks@cov.com
Correspondent Name: Noa Rosenberg
Address Line 1: 1330 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	CLF029413.00004
NAME OF SUBMITTER:	Cheryl L. Fountain/Paralegal Specialist
Signature:	/cherylfountain/
Date:	02/13/2006

Total Attachments: 2
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Columbia Partners L.L.C. Investment Management
1775 Pennsylvania Avenue, NW
Washington, D.C. 20006

January 30, 2006

Traffic.com, Inc.
851 Duportail Road
Suite 220
Wayne, PA 19087
Attention: Robert N. Verratti, Chief Executive Officer

Re: Amended and Restated Credit Agreement dated March 29, 2002 (as amended, the "Credit Agreement") by and among TRAFFIC.COM, INC., a Delaware corporation (f/k/a Mobility Technologies, Inc.) (the "Borrower"); NATIONAL ELECTRICAL BENEFIT FUND ("NEBF"); and COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, in its capacity as agent for Lenders (the "Agent")

Dear Mr. Verratti:

Agent and NEBF have been informed that Borrower intends to prepay in full all amounts owing under the Credit Agreement and the other Loan Documents. Capitalized terms used in this letter but not otherwise defined herein will have the meanings given such terms in the Credit Agreement.

Effective upon payment in full in immediately available funds of all of the Obligations (as more specifically set forth below), (i) Agent hereby releases its security interest in the Collateral, (ii) all Obligations of the Borrower under the Loan Documents (other than indemnification Obligations thereunder) shall be released and discharged, and (iii) Agent and NEBF agree that the Loan Documents shall be terminated and shall be of no further force or effect. For purposes of the preceding sentence, "Loan Documents" shall not include any outstanding warrants to purchase equity securities of Borrower held by Agent or Lender. The Obligations due and owing to Agent and Lender as of the date hereof are \$37,702,500.00, provided the Agent receives a Fedwire reference number for payment of such Obligations by **1:00 p.m. (EST) on January 30, 2006**. The breakdown of the Obligations are as follows:

1. Outstanding principal and interest under the Notes in the aggregate amount of \$37,697,000.00; and
2. Legal fees currently outstanding and those incurred in connection with this payoff in the aggregate amount of \$5,500.00.

Agent hereby authorizes Borrower or Borrower's designee to file all necessary termination statements and such other instruments of release and discharge pertaining to the Agent's security interest in the Collateral on Agent's behalf upon receipt by Agent of

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payment in full in immediately available funds of all amounts described in this letter, provided that such funds are received on or before the date and time set forth above. The Agent will, from and after the time it received payment in accordance with the terms of this letter, deliver such other termination statements or documents as Borrower may reasonably request to effectuate, or reflect of public record, the release and discharge of its security interest in the Collateral. The wire transfer instructions for payment are as follows:

Bank: Federal Reserve Bank of Boston
ABA No. 011001234
Credit DDA A/C No. 108111
Further Credit A/C No. A/C IBWF 0003 Mellon
Contact: Lacy Meybohm 617-382-9254
Reference: Traffic.com loan payoff

Very Truly Yours,

**COLUMBIA PARTNERS, L.L.C. INVESTMENT
MANAGEMENT,**
as Agent

By: Christopher J. Deherby
Name: Christopher J. Deherby
Title: MANAGING DIRECTOR

NATIONAL ELECTRICAL BENEFIT FUND

By: Columbia Partners, L.L.C. Investment
Management, its Authorized Signatory

By: Christopher J. Deherby
Name: Christopher J. Deherby