

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ATI Systems International, Inc.		02/21/2006	CORPORATION: CALIFORNIA
AT Systems, Inc.		02/21/2006	CORPORATION: DELAWARE
ATI Services, LLC		02/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
AT Systems Security, Inc.		02/21/2006	CORPORATION: ARIZONA
FPC, Inc.		02/21/2006	CORPORATION: ARIZONA
UAS Transervices, Inc.		02/21/2006	CORPORATION: CALIFORNIA
AT Systems Southwest, Inc.		02/21/2006	CORPORATION: TEXAS
AT Systems Manufacturing, Inc.		02/21/2006	CORPORATION: NEVADA
AT Systems Great Lakes, Inc.		02/21/2006	CORPORATION: OHIO
AT Systems East, Inc.		02/21/2006	CORPORATION: SOUTH CAROLINA
AT Systems Southeast, Inc.		02/21/2006	CORPORATION: GEORGIA
AT Systems Central, Inc.		02/21/2006	CORPORATION: KENTUCKY
Ameriflight, Inc.		02/21/2006	CORPORATION: NEVADA
AT Systems New England, Inc.		02/21/2006	CORPORATION: DELAWARE
AT Systems Northwest, Inc.		02/21/2006	CORPORATION: WASHINGTON
AT Systems Atlantic, Inc.		02/21/2006	CORPORATION: DELAWARE
AT Systems West, Inc.		02/21/2006	CORPORATION: CALIFORNIA
AT Systems Technologies, Inc.		02/21/2006	CORPORATION: DELAWARE
AT Systems Corporate Services, LLC		02/21/2006	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, Inc.
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

OP \$265.00 1911823

PROPERTY NUMBERS Total: 10

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

**CORRESPONDENCE DATA**

Fax Number: (213)996-3339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2136836339  
Email: claudiaimmerzeel@paulhastings.com  
Correspondent Name: Paul Hastings Janofsky & Walker LLP  
Address Line 1: 515 South Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00200
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	02/23/2006

Total Attachments: 10  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of February, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 21, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among ATI Systems International, Inc., a California corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereto (such Subsidiaries, together with Parent, each individually a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), the lenders that are from time to time parties thereto (each a "Lender" and, collectively, the ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration made by or on behalf of Grantors. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

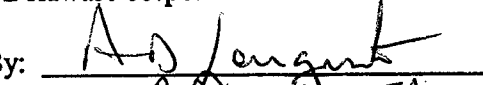
IN WITNESS WHEREOF, each Grantor has caused the Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

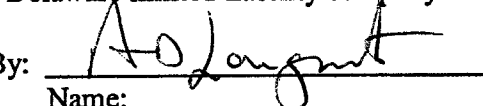
**ATI SYSTEMS INTERNATIONAL, INC.,**  
a California corporation

By:   
Name: Michael R. Brown  
Title: CEO

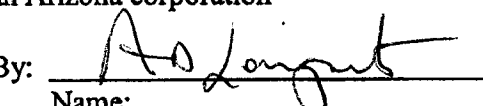
**AT SYSTEMS, INC.,**  
a Delaware corporation

By:   
Name: A. D. Longant  
Title: VP

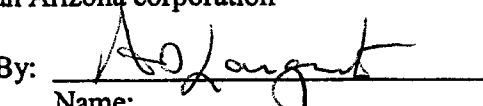
**ATI SERVICES, LLC,**  
a Delaware limited liability company

By:   
Name:  
Title: VP

**AT SYSTEMS SECURITY, INC.,**  
an Arizona corporation

By:   
Name:  
Title: VP

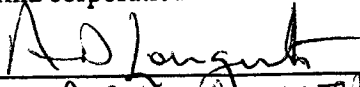
**FPC, INC.,**  
an Arizona corporation

By:   
Name:  
Title: VP

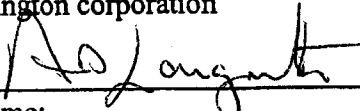
[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**GRANTORS:**

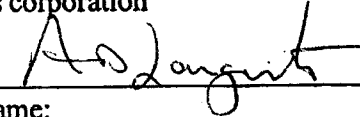
**UAS TRANSERVICES, INC.,**  
a California corporation

By:   
Name: A.D. Langert  
Title: VP

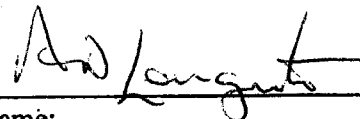
**AT SYSTEMS NORTHWEST, INC.,**  
a Washington corporation

By:   
Name:  
Title: VP

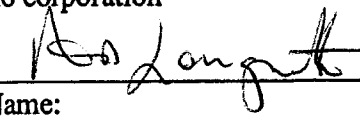
**AT SYSTEMS SOUTHWEST, INC.,**  
a Texas corporation

By:   
Name:  
Title: VP

**AT SYSTEMS MANUFACTURING, INC.,**  
a Nevada corporation

By:   
Name:  
Title: VP

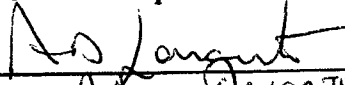
**AT SYSTEMS GREAT LAKES, INC.,**  
an Ohio corporation

By:   
Name:  
Title: VP

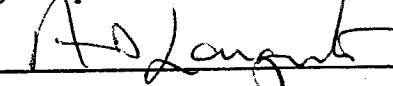
[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**GRANTORS:**

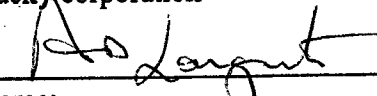
**AT SYSTEMS EAST, INC.,**  
a South Carolina corporation

By:   
Name: AS Langert  
Title: VP

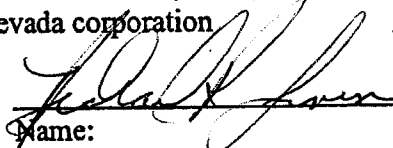
**AT SYSTEMS SOUTHEAST, INC.,**  
a Georgia corporation

By:   
Name:  
Title: VP

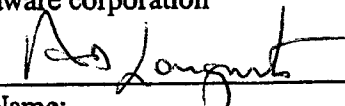
**AT SYSTEMS CENTRAL, INC.,**  
a Kentucky corporation

By:   
Name:  
Title: VP

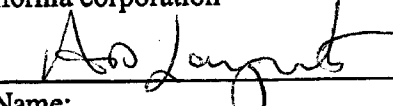
**AMERIFLIGHT, INC.,**  
a Nevada corporation

By:   
Name:  
Title: VP

**AT SYSTEMS NEW ENGLAND, INC.,**  
a Delaware corporation

By:   
Name:  
Title: VP

**ATI SYSTEMS INTERNATIONAL, INC.,**  
a California corporation

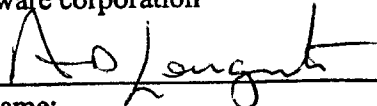
By:   
Name:  
Title: VP

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

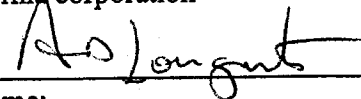


**GRANTORS:**

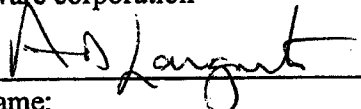
**AT SYSTEMS ATLANTIC, INC.,**  
a Delaware corporation

By:   
Name:  
Title: VP

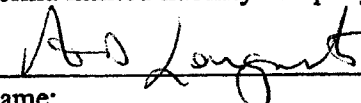
**AT SYSTEMS WEST, INC.,**  
a California corporation

By:   
Name:  
Title: VP

**AT SYSTEMS TECHNOLOGIES, INC.,**  
a Delaware corporation

By:   
Name:  
Title: VP

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

By:   
Name:  
Title: VP

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By:           *Cheri MacDonald*            
Name: Cheri MacDonald  
Title: Vice President

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**Schedule I**

**Trademark Registrations, Trademark Licenses**

See attached.

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

LISTED IN ORDER BY MARK

MARK	CLASS	REGISTRATION NUMBER	ISSUE DATE	EXPIRES	STATUS	APPLICANT
AMERIFLIGHT	A484 AW/MEG	56984-USA UNITED STATES	SM 39	74/512808 1911823	04/15/1994 08/15/1995	Ameriflight, Inc. REGISTERED
AMERIFLIGHT and Design (star)	A484 AW/MEG	56985-USA UNITED STATES	SM 39	74/512809 1948016	04/15/1994 01/16/1996	Ameriflight, Inc. REGISTERED
AT SYSTEMS	A484 MEG/AW	52154-USA UNITED STATES	SM	76/284899 2671415	07/13/2001 01/07/2003	AT Systems, Inc. REGISTERED
AT SYSTEMS (Stylized)	A484 MEG/AW	52153-USA UNITED STATES	SM 36, 39	76/285080 2642277	07/13/2001 10/29/2002	AT Systems, Inc. REGISTERED
AT SYSTEMS and design (knight head)	A484 AW	50315-USA UNITED STATES	TM/SM 09, 36, 39	78/257061 2986215	06/02/2003 08/16/2005	AT Systems, Inc. REGISTERED
AUTOVEND	A484 MEG/AW	54399-USA UNITED STATES	TM 09	78/565209	02/10/2005	Armored Transport, Inc. PENDING
CASHLINK	A484 MEG	41249-USA UNITED STATES	TM/SM 09, 36, 39	76/173770 2821984	11/30/2000 03/16/2004	At Systems Inc. REGISTERED
EVEN XCHANGE	A484 AW	49661-USA UNITED STATES	SM 36	78/218107 2957995	02/24/2003 05/31/2005	AT SYSTEMS, INC. REGISTERED
EVEN XCHANGE and design	A484 AW	49662-USA UNITED STATES	SM 36	78/218286	02/24/2003 ITU	AT SYSTEMS, INC. ALLOWED
RETAIL DIRECT	A484 AW	49872-USA UNITED STATES	SM 35, 36	78/235590	04/09/2003 ITU	AT Systems, Inc. ALLOWED