

**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 Northwest, Inc.		02/21/2006	CORPORATION: WASHINGTON
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

**RECEIVING PARTY DATA**

<b>Name:</b>	Garmark Partners II, L.P., as Agent
<b>Street Address:</b>	One Landmark Square, 6th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1911823	AMERIFLIGHT
Registration Number:	1948016	AMERIFLIGHT
Registration Number:	2671415	AT SYSTEMS

OP \$265.00 1911823

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:	02/27/2006

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21<sup>st</sup> day of February, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GARMARK PARTNERS II, L.P., in its capacity as Agent for the Lender Group (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, 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, 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, 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, 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, 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.

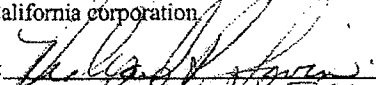
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except 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. 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]

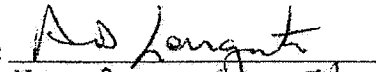
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the first above written.

**BORROWERS:**

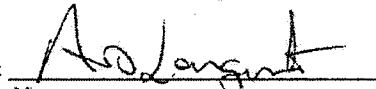
**ATI SYSTEMS INTERNATIONAL, INC.**  
a California corporation

By:   
Name: Richard K. Frier  
Title: CEO

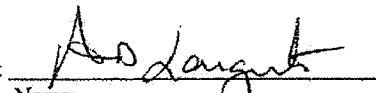
**AT SYSTEMS, INC.,**  
a Delaware corporation

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

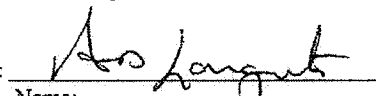
**ATI SERVICES, LLC,**  
a Delaware limited liability company

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

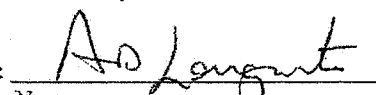
**AT SYSTEMS SECURITY, INC.,**  
an Arizona corporation

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

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

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

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

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

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

AT SYSTEMS NORTHWEST, INC.,  
a Washington corporation

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

AT SYSTEMS SOUTHWEST, INC.,  
a Texas corporation

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

AT SYSTEMS MANUFACTURING, INC.,  
a Nevada corporation

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

AT SYSTEMS GREAT LAKES, INC.,  
an Ohio corporation

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

AT SYSTEMS EAST, INC.,  
a South Carolina corporation

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


AT SYSTEMS SOUTHEAST, INC.,  
a Georgia corporation

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

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**GARMARK PARTNERS II, L.P.,**  
a Delaware limited partnership, as Agent

By: GarMark Associates II L.L.C.,  
its general partner

By:   
Title: Partner

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003254 FRAME: 0727**

**Schedule I**

**Trademark Registrations, Trademark Licenses**

See attached.



LISTED IN ORDER BY MARK

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

AMERFLIGHT	A484	56984-USA	SM	74/512808	04/15/1994	Amerflight, Inc.	REGISTERED
	AW/MEG	UNITED STATES	39	1911823	08/15/1995		
AMERFLIGHT and Design (star)	A484	56985-USA	SM	74/512809	04/15/1994	Amerflight, Inc.	REGISTERED
	AW/MEG	UNITED STATES	39	1948016	01/16/1996		
AT SYSTEMS	A484	52154-USA	SM	76/284899	07/13/2001	AT Systems, Inc.	REGISTERED
	MEG/AW	UNITED STATES		2671415	01/07/2003		
AT SYSTEMS (Stylized)	A484	52153-USA	SM	76/285080	07/13/2001	AT Systems, Inc.	REGISTERED
	MEG/AW	UNITED STATES	36, 39	2642277	10/29/2002		
AT SYSTEMS and design (knight head)	A484	50315-USA	TM/SM	78/257061	06/02/2003	AT Systems, Inc.	REGISTERED
	AW	UNITED STATES	09, 36, 39	2986215	08/16/2005		
AUTOVEND	A484	54399-USA	TM	78/565209	02/10/2005	Armored Transport, Inc.	PENDING
	MEG/AW	UNITED STATES	09				
CASHLINK	A484	41249-USA	TM/SM	76/173770	11/30/2000	At Systems Inc.	REGISTERED
	MEG	UNITED STATES	09, 36, 39	2821984	03/16/2004		
EVEN XCHANGE	A484	49661-USA	SM	78/218107	02/24/2003	AT SYSTEMS, INC.	REGISTERED
	AW	UNITED STATES	36	2957995	05/31/2005		
EVEN XCHANGE and design	A484	49662-USA	SM	78/218286	02/24/2003	AT SYSTEMS, INC.	ALLOWED
	AW	UNITED STATES	36		ITU		08/02/2005
RETAIL DIRECT	A484	49872-USA	SM	78/235590	04/09/2003	AT Systems, Inc.	ALLOWED
	AW	UNITED STATES	35, 36		ITU		01/17/2006

TRADEMARK

REEL: 003254 FRAME: 0729

RECORDED: 02/27/2006