

REC

12-30-2005



To the Director, U.S. Patent and Trademark

Original documents or copy thereof.

103147522

12-27-05

1. Name of conveying party(ies): (List using letters or numbers for multiple parties)

1) California Private Transportation Company, L.P., California Limited Partnership

- Individual
- Association
- Other:
- General Partnership
- Limited Partnership
- Corporation of:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Other:
- Security Agreement
- Change of Name

Execution Date: (List as in section 1 if multiple signatures)

January 3, 2003

5. Party to whom correspondence concerning document should be mailed:

Customer No. 20,995

Address: Knobbe, Martens, Olson & Bear, LLP
2040 Main Street, 14th Floor
Irvine, CA 92614

Return Fax: (949) 760-9502

Attorney's Docket No.: OCTA.003T

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Deborah S. Shepherd
Name of Person Signing

Deborah S. Shepherd
Signature

December 21, 2005
Date

Total number of pages including cover sheet, attachments and document: 11

Documents transmitted via Mail to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director, U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

12/28/2005 DBYRNE 00000082 2261047

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02 FC:0522

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TRADEMARK SECTION

ASSIGNMENT OF PROPRIETARY RIGHTS

This ASSIGNMENT OF PROPRIETARY RIGHTS (this "Assignment") is made and entered into by California Private Transportation Company, L.P., a California limited partnership ("CPTC"), and CPTC, LLC, a Delaware limited liability company (each, an "Assignor" and collectively, "Assignors"), as assignors, in favor of Orange County Transportation Authority, a public agency formed under the laws of the State of California ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignors and Assignee have entered into an Asset Purchase Agreement by and between Assignors and Assignee dated as of November 25, 2002 (the "Agreement"), pursuant to which Assignors have agreed to sell all of the Acquired Assets to Assignee;

WHEREAS, the Acquired Assets include certain Proprietary Rights, which Assignors own, have adopted, use and are using; and

WHEREAS, pursuant to the terms of the Agreement, Assignors and Assignee agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Agreement.
2. Assignment of Proprietary Rights. Each Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from each Assignor, all of its right, title and interest in and to the Proprietary Rights included in the Acquired Assets together with the goodwill of the Business associated with the patent, trademarks and service marks included in such Proprietary Rights, and all common law and statutory right, title and interest in such Proprietary Rights, all rights of application, registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of proceeds thereof, including rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of such Proprietary Rights and any and all royalties from any licenses thereof, and each Assignor hereby waives all rights of *droit moral* or other moral rights with respect to such Proprietary Rights, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Each Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries for such Proprietary Rights, and to secure in Assignee's name the patents and registrations granted thereon.
3. Further Acts. Each Assignor agrees to execute, acknowledge and deliver any additional documents, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take any further actions, in each case to the extent necessary or reasonable, requested by Assignee to effect, perfect or evidence the assignment set forth in Section 2 above.

Without limiting the generality of the foregoing, CPTC shall, concurrently herewith, execute and deliver to Assignee (a) an Assignment of Trademarks and Service Marks in the form of that attached hereto as Exhibit A; (b) an Assignment of Patent in the form of that attached hereto as Exhibit B; and (c) Statement of Abandonment of Use of Fictitious Business Name in the forms attached hereto as Exhibit C, which Statements shall be filed by CPTC in Orange County (and any other county(ies) where Assignors have filed a fictitious business name statement) promptly following execution of this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without regard to conflicts of law provisions.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument.

7. Attorneys' Fees. If any party hereto commences any action or proceeding against the other party hereto arising out of or in connection with this Assignment, the prevailing party or parties, as determined by a judge or arbitrator, as the case may be, shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs of suit.

[signatures following on next page]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment as of this 5th day of January, 2003.

"ASSIGNORS"

California Private Transportation Company, L.P.,
a California limited partnership

By: Express Lanes, Inc., a California corporation
Its: General Partner

By: Robert J. Ludvik
Name: ROBERT J. LUDVIK
Title: PRESIDENT

CPTC, LLC,
a Delaware limited liability company

By: California Private Transportation Company, L.P.,
a California limited partnership
Its: Member

By: Express Lanes, Inc., a California corporation
Its: General Partner

By: Robert J. Ludvik
Name: ROBERT J. LUDVIK
Title: PRESIDENT

"ASSIGNEE"

Orange County Transportation Authority,
a public agency formed under the laws of the
State of California

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Kennard R. Smart, Jr., Esq.

General Counsel to OCTA

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment as of this 3rd day of January, 2003.

"ASSIGNORS"

California Private Transportation Company, L.P.,
a California limited partnership

By: Express Lanes, Inc., a California corporation
Its: General Partner

By: _____
Name: _____
Title: _____

CPTC, LLC,
a Delaware limited liability company

By: California Private Transportation Company, L.P.,
a California limited partnership
Its: Member

By: Express Lanes, Inc., a California corporation
Its: General Partner

By: _____
Name: _____
Title: _____

"ASSIGNEE"

Orange County Transportation Authority,
a public agency formed under the laws of the
State of California

By: Arthur T. Leahy
Name: Arthur T. Leahy
Title: Chief Executive Officer

Approved as to form:

By: Kennard R. Smart, Jr.
Kennard R. Smart, Jr., Esq.

General Counsel to OCTA

EXHIBIT A

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (this "Assignment") is made and entered into by California Private Transportation Company, L.P., a California limited partnership ("Assignor"), as assignor, in favor of Orange County Transportation Authority, a public agency formed under the laws of the State of California ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement by and between Assignor and Assignee dated as of November 25, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell all of the "Acquired Assets" (as defined in the Agreement) to Assignee;

WHEREAS, the Acquired Assets include certain trademarks and service marks, which Assignor owns, has adopted, uses and is using, as set forth on Exhibit A attached hereto, which trademarks and service marks are registered with the United States Patent and Trademark Office under the registration numbers set forth on Exhibit A (collectively, the "Marks"); and

WHEREAS, pursuant to the terms of the Agreement, Assignor and Assignee agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Marks. Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of its right, title and interest in and to the Marks together with the goodwill of the business associated with the use of and symbolized by the Marks, and all common law and statutory right, title and interest in the Marks, all rights of application, registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of proceeds thereof, including rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Marks and any and all royalties from any licenses thereof, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to the Marks, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's name applications for trademark and service mark in the United States and in foreign countries for the Marks, and to secure in Assignee's name the registrations granted thereon.

2. Further Acts. Assignor agrees to execute, acknowledge and deliver any additional documents, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take any further actions, in each case to the extent necessary or reasonable, requested by Assignee to effect, perfect or evidence the assignment set forth in Section 2 above.

EXHIBIT A

<u>Trade / Service Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
91 Express Lanes	2,261,847	July 20, 1999
The Lane Change that Could Change Your Life	2,176,198	July 28, 1998
3+ Lane	2,422,438	January 23, 2001
The Toll Road Without Toll Booths	2,258,405	July 6, 1999

ASSIGNMENT OF PATENT

This ASSIGNMENT OF PATENT (this "Assignment") is made and entered into by California Private Transportation Company, L.P., a California limited partnership ("Assignor"), as assignor, in favor of Orange County Transportation Authority, a public agency formed under the laws of the State of California ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement by and between Assignor and Assignee dated as of November 25, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell all of the "Acquired Assets" (as defined in the Agreement) to Assignee;

WHEREAS, the Acquired Assets include a certain patent, which Assignor solely owns, as set forth on Exhibit A attached hereto, which patent was issued by the United States Patent and Trademark Office under the patent number set forth on Exhibit A (the "Patent"); and

WHEREAS, pursuant to the terms of the Agreement, Assignor and Assignee agreed to enter into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Patent. Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of its right, title and interest in and to the Patent together with the goodwill of the business associated with the Patent, and all common law and statutory right, title and interest in the Patent, all rights of application, registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of proceeds thereof, including rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Patent and any and all royalties from any licenses thereof, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to the Patent, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's name applications for patents in the United States and in foreign countries for the Patent, and to secure in Assignee's name the patents and registrations granted thereon.

2. Further Acts. Assignor agrees to execute, acknowledge and deliver any additional documents, deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take any further actions, in each case to the extent necessary or reasonable, requested by Assignee to effect, perfect or evidence the assignment set forth in Section 2 above.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without regard to conflicts of law provisions.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument.

6. Attorneys' Fees. If any party hereto commences any action or proceeding against the other party hereto arising out of or in connection with this Assignment, the prevailing party or parties, as determined by a judge or arbitrator, as the case may be, shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs of suit.

[signatures on following page]