

Client Code: OCTA.003T

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ments or copy thereof.

To the Director, U.S. Patent and Trademark Office:

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1) California Private Transportation Company, L.P.</p> <p>( ) Individual ( ) General Partnership  ( ) Association (X) California Limited Partnership  ( ) Other: Partnership ( ) Corporation of:</p> <p>Additional name(s) of conveying party(ies) attached?  ( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Orange County Transportation Authority  <b>Internal Address:</b>  <b>Street Address:</b> 550 South Main Street, P.O. Box 14184  <b>City:</b> Orange <b>State:</b> CA <b>ZIP:</b> 92683-1584</p> <p>( ) Individual ( ) General Partnership  ( ) Association ( ) Limited Partnership  (X) Other: public agency ( ) Corporation of:  formed under the laws of the State of California</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:  ( ) Yes (X) No</p> <p>Additional name(s) and address(es) attached?  ( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment ( ) Security Agreement  ( ) Merger ( ) Change of Name  ( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)  January 3, 2003</p>	<p>4. Application number(s) or registration number(s):</p> <p>a. Trademark Application No(s):</p> <p>b. Trademark Registration No(s):  2,261,847; 2,176,198; 2,422,438; 2,258,405</p> <p>Additional numbers attached?  ( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995  <b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP  2040 Main Street, 14<sup>th</sup> Floor  Irvine, CA 92614  <b>Return Fax:</b> (949) 760-9502  <b>Attorney's Docket No.:</b> OCTA.003T</p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 1.21(h)): \$115.00  (X) PREVIOUSLY PAID</p>
<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>	
<p>9. Statement and signature.</p> <p>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.</p> <p>Deborah S. Shepherd <u>Deborah Shepherd</u> <u>January 17, 2006</u>  Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments and document: 6</p>	

OFFICE OF PATENT RECORDS  
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FINANCE SECTION

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

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**TRADEMARK**  
**REEL: 003288 FRAME: 0967**

## 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.

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 next page]*

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

**"ASSIGNOR"**

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

**"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 3<sup>rd</sup> day of January, 2003.

**"ASSIGNOR"**

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

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. Yealy  
Name: Arthur T. Yealy  
Title: Chief Executive Officer

Approved as to form:

By: Kennard R. Smart, Jr.  
Kennard R. Smart, Jr., Esq.  
General Counsel to OCTA

**EXHIBIT A**

<b><u>Trade / Service Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Date of Registration</u></b>
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

OCTA\_CPTC ASSIGNMENT OF PROPRIETARY RIGHTS.DOC

RECORDED: 01/19/2006

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REEL: 003288 FRAME: 0972