

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Standard Parking Corporation		06/29/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	231 South LaSalle Street
<b>Internal Address:</b>	IL1-231-08-30
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60604
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	2939245	SETUP
Registration Number:	2900916	STANDARD ROAD ASSIST
Registration Number:	2801135	STANDARD PARKING
Registration Number:	2792585	STANDARD PARKING CORPORATION
Registration Number:	3055835	TICKET
Registration Number:	2693120	TICKET
Registration Number:	2792356	STANDARD UNIVERSITY THE STANDARD PARKING TRAINING CENTER
Registration Number:	2622030	LITTLE PARKERS
Registration Number:	2360282	WE HAVE A SPOT FOR YOU
Registration Number:	2345554	EXPRESSLANE PARKING
Registration Number:	2343620	EXPRESSLANE
Registration Number:	2440069	APCOA/STANDARD PARKING
Registration Number:	2440004	APCOA AN APCOA STANDARD PARKING COMPANY

OP \$940.00 2939245

Registration Number:	2440003	APCOA/STANDARD PARKING
Registration Number:	2355026	
Registration Number:	2440002	STANDARD PARKING AN APCOA/STANDARD PARKING COMPANY
Registration Number:	2398666	FILMS-TO-GO
Registration Number:	2165753	BOOKS-TO-GO
Registration Number:	2190250	APCOA CLIENT VIEW
Registration Number:	2119200	APCOA COMMITED TO CUSTOMER SATISFACTION
Registration Number:	1910820	ADVANCED PARKING TECHNOLOGY
Registration Number:	1886740	PARKALERT
Registration Number:	1893361	STANDARD PARKING
Registration Number:	1841502	THE STANDARD PARKING EXCHANGE
Registration Number:	1743612	CP
Registration Number:	1698506	PARKNET
Registration Number:	1589359	PARK AIR EXPRESS
Registration Number:	1443582	AMBIANCE IN PARKING
Registration Number:	1435959	PRIDE IN PARKING
Registration Number:	1364917	
Registration Number:	1070394	APCOA
Registration Number:	1037009	APCOA
Registration Number:	0870643	APCOA
Registration Number:	0612343	AIRPORT PARKING
Registration Number:	0612789	
Serial Number:	78649247	PREFERRED RESPONSE SECURITY SERVICES
Serial Number:	78571703	PREFERRED RESPONSE

**CORRESPONDENCE DATA**

Fax Number: (919)416-8339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 919 286-8049  
Email: PTO\_TMconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:

017625.3626PTSATSTANDJES

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	07/18/2006

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 29, 2006, by STANDARD PARKING CORPORATION, a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral for the Lenders (as defined in the hereinafter described Credit Agreement) (in such capacity, the "Collateral Agent").

### RECITALS

A. The Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and Bank of America, N.A., as the Paying Agent and Collateral Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor. All capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guaranty and Collateral Agreement.

B. The Grantor and the Guarantors have entered into an Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Collateral Agent pursuant to which certain obligations owed to the Lenders, the Paying Agent and the Collateral Agent are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof; to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, the Grantor does hereby grant to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill

associated therewith;

- (2.) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3.) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral")
- (4.) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof;
- (5.) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto;
- (6.) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

Notwithstanding anything to the contrary in this definition, the term Trademark Collateral shall not include any rights under any contract, license or other agreement or any General Intangible or Intellectual Property, in each case, to the extent the grant of a security interest pursuant to this Agreement or any Loan Document (i) would invalidate the underlying right of any Grantor in such General Intangible or Intellectual Property, (ii) is prohibited by such contract, license, agreement, Intellectual Property or General Intangible without the consent of any other party thereto, or (iii) would give any other party to such contract, license, agreement, Intellectual Property or General Intangible the right to terminate its obligations thereunder, in each case, solely to the extent that any such restriction shall be enforceable under the UCC and other applicable law, unless and until all necessary consents to such grant of a security interest have been obtained from the other parties thereto.


This security interest secures the Obligations and is supplemental to and is granted to the Collateral Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**STANDARD PARKING CORPORATION,**  
a Delaware corporation

By: 

Name: G. Marc Baumann

Title: Executive Vice President and  
Chief Financial Officer

Acknowledged:

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By: David A. Johanson

Name: David A. Johanson

Title: Vice President

STANDARD PARKING CORPORATION  
PATENT AND TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003350 FRAME: 0110**



to

## PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark LicensesU.S. Registered Marks

Mark	Registration No.	Registration Date
SETUP	2939245	04/12/05
STANDARD ROAD ASSIST	2900916	11/02/04
STANDARD PARKING and Design	2801135	12/30/03
STANDARD PARKING CORPORATION and Design	2792585	12/09/03
TICKET and Design	3055835	01/31/06
TICKET and Design	2693120	03/04/03
STANDARD UNIVERSITY THE STANDARD PARKING TRAINING CENTER	2792356	12/09/03
LITTLE PARKERS	2622030	09/17/02
WE HAVE A SPOT FOR YOU	2360282	06/20/00
EXPRESSLANE PARKING and Design	2345554	04/25/00
EXPRESSLANE	2343620	04/18/00
APCOA/STANDARD PARKING	2440069	04/03/01
APCOA AN APCOA STANDARD PARKING COMPANY and Design	2440004	04/03/01
APCOA/STANDARD PARKING and Design	2440003	04/03/01
Design only	2355026	06/06/00
STANDARD PARKING AN APCOA/STANDARD PARKING COMPANY and Design	2440002	04/03/01
FILMS-TO-GO	2398666	10/24/00
BOOKS-TO-GO	2165753	06/16/98
APCOA CLIENT VIEW and Design	2190250	09/22/98
APCOA COMMITTED TO CUSTOMER SATISFACTION and Design	2119200	12/09/97
ADVANCED PARKING TECHNOLOGY	1910820	08/08/95
PARKALERT	1886740	03/28/95
STANDARD PARKING	1893361	05/09/95
THE STANDARD PARKING EXCHANGE	1841502	06/21/94
CP and Design	1743612	12/29/92
PARKNET	1698506	06/30/92
PARK AIR EXPRESS	1589359	03/27/90
AMBIANCE IN PARKING	1443582	06/16/87
PRIDE IN PARKING	1435959	04/07/87
Design only	1364917	10/08/85
APCOA	1070394	07/26/77
APCOA	1037009	03/30/76
APCOA and Design	0870643	06/03/69
AIRPORT PARKING and Design	0612343	09/13/55
Design only	0612789	09/20/55

**U.S. Pending Applications**

Mark	Application No.	Filing Date
PREFERRED RESPONSE SECURITY SERVICES and Design	78649247	06/13/05
PREFERRED RESPONSE	78571703	02/21/05

**Canadian Registered Marks**

Mark	Registration No.	Reg. Date
SETUP	TMA657797	02/01/06
Design Only	TMA654319	12/02/05
Design Only	TMA661091	03/22/06
STANDARD PARKING and Design	TMA647902	09/13/05
STANDARD PARKING CORPORATION and Design	TMA647790	09/12/05
LITTLE PARKERS	TMA633549	02/23/05
APCOA/STANDARD PARKING	TMA553809	11/15/01
APCOA AN APCOA/STANDARD PARKING COMPANY and Design	TMA556756	01/23/02
STANDARD PARKING AN APCOA/STANDARD PARKING COMPANY and Design	TMA556770	01/23/02
APCOA/STANDARD PARKING	TMA556057	01/08/02
FILMS-TO-GO	TMA604648	03/10/04
BOOKS-TO-GO	TMA550403	09/07/01
APCOA	TMA231103	12/01/78

**Canadian Pending Applications**

Mark	Application No.	Filing Date
PREFERRED RESPONSE and Design	1262605	06/15/05
STANDARD ROAD ASSIST	1202243	12/24/03