

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of security interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LaSalle Bank National Association		06/22/2006	INC. ASSOCIATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	U. S. Traffic Corporation		
Street Address:	35 East Wacker Drive - Suite 1100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1328183	ARO-LITE	
Registration Number:	2760007	SPEED-RITE	
Registration Number:	2107628	SUNRAY	
Registration Number:	2716571	VU POINTE	
CORRESPONDENCE DATA			
Fax Number:	(312)236-8176		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3122368500		
Email:	dkapil@cookalex.com		
Correspondent Name:	Cook, Alex, McFarron		
Address Line 1:	200 W. Adams Street - Suite 2850		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0647-0001		
NAME OF SUBMITTER:	Andrew G. Kolomayets		

CH \$115.00 1328183

Signature:

/Andrew G. Kolomayets/

Date:

08/16/2006

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LaSalle Bank National Association
135 South LaSalle Street
Chicago, Illinois 60603

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) Illinois

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Traffic Corporation

Internal _____

Address: _____

Street Address: 35 East Wacker Drive - Suite 1100

City: Chicago

State: Illinois

Country: USA Zip: 60601

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 06/22/2006

- Assignment Merger
 Security Agreement Change of Name
 Other Release of security interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,328,183

2,760,007

2,107,628

2,716,571

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrew G. Kolomayets

Internal Address: Cook, Alex, McFarron, Manzo,

Cummings & Mehler, Ltd.

Street Address: 200 W. Adams Street - Suite 2850

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 236-8500

Fax Number: (312) 236-8176

Email Address: akolomayets@cookalex.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed


8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 50-1039

Authorized User Name Andrew G. Kolomayets

9. Signature: 
Signature

August 16, 2006
Date

Andrew G. Kolomayets
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

American LegalNet, Inc.
www.USCourtForms.com

RELEASE AND AGREEMENT

THIS RELEASE AND AGREEMENT, dated as of June 22, 2006, is entered into by and between LaSalle Bank National Association ("LaSalle"); QUIXOTE CORPORATION, a Delaware corporation ("Quixote") and U.S. Traffic Corporation, a Delaware corporation, ("U.S. Traffic").

WITNESSETH:

WHEREAS, on April 20, 2005, LaSalle and Quixote entered into an Amended and Restated Credit Agreement, as amended (the "Loan Agreement"), for the purpose of providing Quixote and its Subsidiaries, pursuant thereto, with loans, advances and financial accommodations (herein called the "Senior Debt");

WHEREAS, U.S. Traffic executed and delivered to LaSalle (i) that Reaffirmation and Amendment of Subsidiary Guaranty (as defined therein the "Subsidiary Guaranty") and (ii) that Reaffirmation and Amendment of Security Agreement, each dated as of April 20, 2005, pursuant to which U.S. Traffic respectively guaranteed to LaSalle the obligations of Quixote under the Loan Agreement and secured its obligations under such Subsidiary Guaranty by pledging and granting a security interest to LaSalle in its assets.

WHEREAS, Quixote has informed LaSalle that pursuant to the terms of that Asset Purchase Agreement, dated as of June 22, 2006, between U.S. Traffic and National Signal, Inc. (the "Purchase Agreement"), U.S. Traffic shall sell to National Signal the Purchased Assets, as defined therein and as described in Exhibit A attached hereto (the "Purchased Assets"), for a purchase price in the amount of \$1,500,000.

WHEREAS, upon satisfaction of the requirements of the Purchase Agreement, LaSalle shall consent to the release of its lien against the Purchased Assets and file a UCC-3 financing statement reflecting said Release.

NOW, THEREFORE, in consideration of the mutual representations, releases and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, LaSalle, Quixote and U.S. Traffic hereby agree as follows:

1. Releases of Claims of U.S. Traffic. U.S. Traffic hereby fully and forever releases, withdraws, waives and discharges any and all claims, rights, demands, damages, causes of action, judgments or liabilities which U.S. Traffic has, had or may have ever had against LaSalle, including but not limited to any claims under the Loan Agreement arising solely out of the sale of and LaSalle's release of it's lien against the Purchased Assets.

2. Release of Claims of LaSalle. Except as provided in Section 3 below, LaSalle hereby fully and forever releases, withdraws, waives and discharges any and all claims, rights, demands, security interests, mortgages, liens, damages, causes of action, judgments or liabilities which LaSalle has, had or may have ever had against the Purchased Assets and U.S. Traffic solely arising out of or in connection with U.S. Traffic's sale of the Purchased Assets.

3. Certain Obligations of Borrower Not Released. Notwithstanding anything contained herein to the contrary, the obligations of U.S. Traffic to LaSalle under the Subsidiary Guaranty and Security Agreement shall remain in full force and effect. In addition to the obligations of U.S. Traffic set forth above in this section 3, U.S. Traffic shall also remain liable to LaSalle, and LaSalle shall not be deemed to have released U.S. Traffic with respect to, (a) claims related to the Subsidiary Guaranty and Security Agreement, and (b) claims to personal property collateral other than the Purchased Assets.

4. Purpose. The purpose of this Release and Agreement is to fully and forever dispose of any claims, known or unknown, matured or unmatured, by and between the respective parties thereto, arising out of any act, known or unknown, occurring prior to the date hereof, except as specified in Section 3 above.

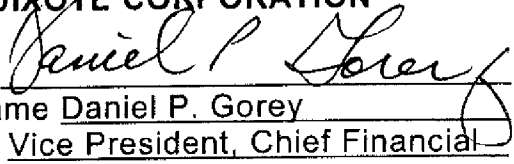
5. UCC-3 Financing Statement. Upon delivery to LaSalle of an executed copy of this Release and Agreement and the Purchase Agreement, LaSalle shall file a UCC-3 financing statement and release with the U.S. Patent and Trademark Office releasing its lien against the Purchased Assets covered thereby.

6. Binding Effect. This Release and Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

7. Governing Law. This Release and Agreement shall be governed and controlled by the internal laws of the State of Illinois.

Executed this 22nd day of June, 2006.

QUIXOTE CORPORATION

By 
Name Daniel P. Gorey
Its Vice President, Chief Financial
Officer and Treasurer

U.S. TRAFFIC CORPORATION

By *Daniel P. Gorey*
Name Daniel P. Gorey
Its Vice President and Treasurer

**LASALLE BANK NATIONAL
ASSOCIATION**

By _____
Name Lora Backofen
Its Vice President

U.S. TRAFFIC CORPORATION

By _____
Name Daniel P. Gorey
Its Vice President and Treasurer

**LASALLE BANK NATIONAL
ASSOCIATION**

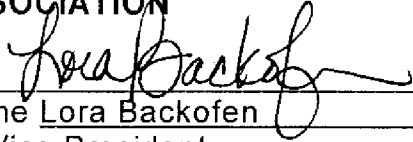
By 
Name Lora Backofen
Its Vice President

EXHIBIT A

PURCHASED ASSETS
(Intellectual Property)

List of Registered Patents

Title	Country	Patent/TM No.	Issue Date	Registered Name
Message Sign	U.S.	6,971,196	12/6/05	U.S. Traffic Corporation
Matrix Lamp Bank Display & Light Filtering	U.S.	4,843,527	6/27/89	U.S. Traffic Corporation
Internally Illuminated Sign (provisional patent application)	U.S.	60/650,604	Filed 2/7/05	U.S. Traffic Corporation
Internally Illuminated Sign (non-provisional patent application)	U.S.	11/346,477	Filed 2/2/06	U.S. Traffic Corporation

List of Registered Trademarks

Aro-Lite	U.S.	1,328,183	4/12/85	U.S. Traffic Corporation
Speed-Rite	U.S.	2,760,007	9/2/03	U.S. Traffic Corporation

Sunray	U.S.	2,107,628	10/21/97	U.S. Traffic Corporation
Vu Pointe	U.S.	2,716,571	5/13/03	U.S. Traffic Corporation

List of Unregistered Trademarks

Display Solutions

National Signal

NuArt

Holcor

Intermark