

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Traffic Solutions, Inc.		10/31/2007	CORPORATION: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harris N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78595158	SAFETY PAYS	
<b>Registration Number:</b>	3140030	PLATEPASS	
<b>Registration Number:</b>	3124539	PLATEPASS	
<b>Serial Number:</b>	77267423	POINT TO POINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1616861		
<b>NAME OF SUBMITTER:</b>	Richard Kalwa		

**CH \$115.00 78595158**

Signature:	/richard kalwa/
Date:	11/05/2007
Total Attachments: 5 source=2336771#page1.tif source=2336771#page2.tif source=2336771#page3.tif source=2336771#page4.tif source=2336771#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 31st day of October, 2007, American Traffic Solutions, Inc., a Kansas corporation ("*Debtor*") with its principal place of business and mailing address at 14861 Scottsdale Road, Suite 109, Scottsdale, Arizona 85254, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris, acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN TRAFFIC SOLUTIONS, INC.

By   
Name: ADAM DRAIZIN  
Title: Executive Vice President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

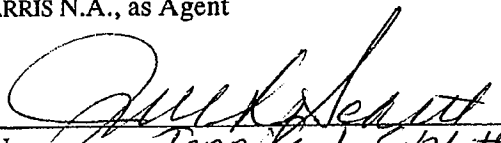
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AMERICAN TRAFFIC SOLUTIONS, INC.

By \_\_\_\_\_  
Name: ADAM DRAIZIN  
Title: Executive Vice President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Agent

By   
Name: Jennifer J. Schlatt  
Title: Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

DEBTOR	U.S. TRADEMARK NUMBER/SERIAL NUMBER	TITLE OF APPLICATION	REGISTRATION DATE
American Traffic Solutions, Inc.	78595158	Safety Pays	N/A
American Traffic Solutions, Inc.	3140030	PlatePass and Logo Design	9/5/2006
American Traffic Solutions, Inc.	3124539	PlatePass	8/1/2006
American Traffic Solutions, Inc.	77267423	Point to Point	N/A