

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Standard Parking Corporation		07/15/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3341182	PREFERRED RESPONSE SECURITY SERVICES
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

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Registration Number:	2440004	APCOA AN APCOA STANDARD PARKING COMPANY
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 COMMITTED 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:	1364917	
Registration Number:	1070394	APCOA
Registration Number:	1037009	APCOA
Registration Number:	0870643	APCOA
Registration Number:	0612343	AIRPORT PARKING
Registration Number:	0612789	
Serial Number:	78571703	PREFERRED RESPONSE
Serial Number:	77295455	SP PLUS
Serial Number:	77295435	SP PLUS

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
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: 017625.3626 STANDARD PARK

NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	07/23/2008
Total Attachments: 7 source=P&T TM Sec Agmt - Standard Parking#page1.tif source=P&T TM Sec Agmt - Standard Parking#page2.tif source=P&T TM Sec Agmt - Standard Parking#page3.tif source=P&T TM Sec Agmt - Standard Parking#page4.tif source=P&T TM Sec Agmt - Standard Parking#page5.tif source=P&T TM Sec Agmt - Standard Parking#page6.tif source=P&T TM Sec Agmt - Standard Parking#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 15, 2008, 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 Administrative 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 Administrative 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

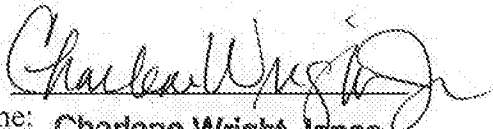
By: 

Name: G. Marc Baumann

Title: Executive Vice President and
Chief Financial Officer

Acknowledged:

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

By: 
Name: **Charlene Wright-Jones**
Title: **Assistant Vice President**

Schedule 1

**Standard Parking Corporation
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
PREFERRED RESPONSE SECURITY SERVICES and Design	3341182	11/20/07
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 COMMITED 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
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

Pending Applications

Mark	Application No.	Filing Date
PREFERRED RESPONSE	78571703	02/21/05
SP PLUS and Design	77295455	10/3/07
SP PLUS and Design	77295435	10/3/07