

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Traffic Technologies, LLC		12/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TorQuest Management Services Limited Partnership		
Street Address:	161 Bay Street		
Internal Address:	Suite 4240		
City:	Toronto, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0838755	OPTICOM	
Registration Number:	1119544	CANOGA CONTROLS	
CORRESPONDENCE DATA			
Fax Number:	(612)335-1657		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612 335 1448		
Email:	eric.paulsrud@leonard.com		
Correspondent Name:	ERIC D. PAULSRUD		
Address Line 1:	150 South 5th Street		
Address Line 2:	Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	63329.00001		

OP \$65.00 0838755

DOMESTIC REPRESENTATIVE

900121798

**TRADEMARK
 REEL: 003896 FRAME: 0824**

Name: Eric D. Paulsrud
Address Line 1: 150 South 5th Street
Address Line 2: Suite 2300
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Eric D. Paulsrud
Signature:	/Eric D. Paulsrud/
Date:	12/02/2008

Total Attachments: 8
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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SECOND LIEN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 1, 2008 AMONG TORQUEST PARTNERS FUND (U.S.) II, L.P., A DELAWARE LIMITED PARTNERSHIP, TORQUEST PARTNERS FUND II, L.P., AN ONTARIO LIMITED PARTNERSHIP, GLOBAL TRAFFIC TECHNOLOGIES, INC, A DELAWARE CORPORATION (THE "HOLDINGS") GLOBAL TRAFFIC TECHNOLOGIES, LLC (THE "BORROWER"), AND FREEPORT FINANCIAL LLC, A DELAWARE LIMITED LIABILITY COMPANY ("SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWER PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF JUNE 28, 2007 AMONG HOLDINGS, BORROWER, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT AND TO INDEBTEDNESS (INCLUDING INTEREST) OWED BY HOLDINGS AND OTHER LOAN PARTIES THEREUNDER PURSUANT TO THE OTHER SENIOR DEBT DOCUMENTS (AS SUCH TERM IS DEFINED IN SUCH SUBORDINATION AGREEMENT); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2008, by GLOBAL TRAFFIC TECHNOLOGIES, LLC, a Delaware limited liability company ("Grantor"), in favor of TORQUEST MANAGEMENT SERVICES LIMITED PARTNERSHIP, an Ontario limited partnership, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of December 1, 2008 by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Global Traffic Technologies, LLC, as borrower, has incurred Indebtedness to the Lenders under the Term Loans;

WHEREAS, in order to induce the Agent and Lenders to enter into the Credit Agreement, Grantor has executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Lien Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest (subject to those Liens set forth in clauses (a) and (d) of the defined term "Permitted Encumbrances" in the Credit Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

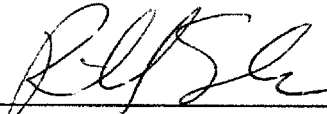
4. PARAMOUNTCY. In the event of a conflict between the terms and conditions of this Trademark Security Agreement and the terms and conditions of the Subordination


Agreement, the terms and conditions of the Subordination Agreement shall prevail to the extent of such conflict.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL TRAFFIC TECHNOLOGIES,
LLC, By GLOBAL TRAFFIC
TECHNOLOGIES, INC., Its managing
member,

By: 
Name: Richard Sachse
Title: Assistant Secretary

By: 
Name: Brian VanDerBosch
Title: Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TORQUEST MANAGEMENT SERVICES
LIMITED PARTNERSHIP by its general partner
TORQUEST MANAGER GP INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL TRAFFIC TECHNOLOGIES,
LLC, By GLOBAL TRAFFIC
TECHNOLOGIES, INC., Its managing
member,

By: _____

Name:

Title:

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

TORQUEST MANAGEMENT SERVICES
LIMITED PARTNERSHIP by its general partner
TORQUEST MANAGER GP INC.

By:  _____

Name: Eric Berke

Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL TRAFFIC TECHNOLOGIES,
LLC, By GLOBAL TRAFFIC
TECHNOLOGIES, INC., Its managing
member,

By: _____

Name:

Title:

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

TORQUEST MANAGEMENT SERVICES
LIMITED PARTNERSHIP by its general partner
TORQUEST MANAGER GP INC.

By: _____

Name: Brent Belzberg

Title: President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

(See Attached)

SCHEDULE 1
to
Trademark Security Agreement

Trademark	Country	Application #	Application Date	Registration #	Registration Date	Status
OPTICOM	UNITED STATES	247704	6/9/1966	838755	11/14/1967	Registered
CANOGA CONTROLS	UNITED STATES	132682	7/5/1977	1119544	5-Jun-1979	Registered

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