

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 7/31/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**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):

TrafficZ, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 5, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bridge Bank, National Association

Internal Address: _____

Street Address: 55 Almaden Blvd, #100

City: San Jose

State: CA

Country: _____ Zip: 95113

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other National Association

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)

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)
3447852

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: Bridge Bank, N.A.

Internal Address: _____

Street Address: 55 Almaden Blvd #100

City: San Jose

State: CA Zip: 95113

Phone Number: 408-556-8305

Fax Number: _____

Email Address: TechnologySupportServices@bridgebank.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____
Authorized User Name _____

9. Signature:

Lyla Ly

Name of Person Signing

3/10/09

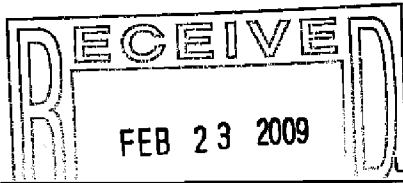
Date

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

9

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

2/23/09



02-24-2009

Form PTO-1594 (Rev. 07/06)
OMB Collection 0651-0027 (exp. 7/31/2008)



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

103549631

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1. Name of conveying party(ies):

TrafficZ, Inc.

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- General Partnership Limited Partnership
- Corporation- State: California
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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Internal

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City: San Jose

State: CA

Country: _____ Zip: 95113

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other N.A. 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)

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Execution Date(s) January 5, 2009

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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)
3447652

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: Bridge Bank, N.A.

Internal Address: _____

Street Address: 55 Almaden Blvd #100

City: San Jose

State: CA Zip: 95113

Phone Number: 408-556-8305

Fax Number: _____

Email Address: TechnologySupportServices@bridgebank.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 88/23/2009 BYRNE 05000002 3447652

Authorized User Name _____

9. Signature:

Signature

Lyla Ly

Name of Person Signing

2/17/09
Date

Total number of pages including cover sheet, attachments, and document: 6

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 5, 2009, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and TrafficZ, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of January 5, 2009 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

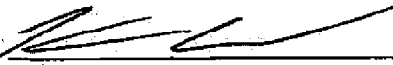
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.


The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:
TRAFFICZ, INC.

LENDER:
BRIDGE BANK NATIONAL ASSOCIATION

By: 

By: 

Name: Kevin J. [unclear]

Name: Lee A. Shodiss
Senior Vice President & Manager

Title: CEO

Title: _____

Address for Notices:
11300 West Olympic Boulevard, Ste 900
Los Angeles, CA 90064
Tel: (310) 909-7900
Fax: (310) 362-8483

Address for Notices:
Attn: Lee Shodiss
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8510

TrafficZ, Inc.

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

TrafficZ, Inc.

EXHIBIT B

Trademarks

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
TrafficZ	77138336	3447652		March 22, 2007

TrafficZ, Inc.

EXHIBIT C

Patents

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>