

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	second lien grant of security interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Allright Corporation		05/22/2007	CORPORATION: DELAWARE
Central Parking Corporation		05/22/2007	CORPORATION: TENNESSEE
Central Parking System, Inc.		05/22/2007	CORPORATION: TENNESSEE
Kinney System, Inc.		05/22/2007	CORPORATION: DELAWARE
USA Parking System, Inc.		05/22/2007	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Finance LLC
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Serial Number:	74589472	PARKING PLUS
Serial Number:	77082807	ALLRIGHT PARKING
Serial Number:	77018409	CENTRAL AIRPARK AIRPORT PARKING
Serial Number:	77003306	CENTRAL PARKING SYSTEM
Serial Number:	77071952	
Serial Number:	77082813	P ALLRIGHT PARKING
Serial Number:	76515841	CENTRAL CARTS
Serial Number:	76382013	PRG PARKING RESOURCE GROUP
Serial Number:	78973046	CPC PARKING DASHBOARD
Serial Number:	78973061	CPC PARKING SCORECARD
Serial Number:	77003267	CENTRAL PARKING CORPORATION

OP \$815.00 74589472

Serial Number:	75430131	CENTRAL PARKING CORPORATION
Serial Number:	75430130	CPC
Serial Number:	76146025	NEW SOUTH PARKING
Serial Number:	73021465	
Serial Number:	74384025	CENTRAL PARKING SYSTEM
Serial Number:	73419128	K
Serial Number:	74609522	K
Serial Number:	74610242	"THE PARKING PROFESSIONALS"
Serial Number:	74357755	KINNEY
Serial Number:	75476770	THE HOSPITALITY PARKING COMPANY
Serial Number:	75414434	USA AIRPORT PARKING
Serial Number:	75476777	USA PARKING DEPOT
Serial Number:	75439427	USA PARKING DEPOT
Serial Number:	75288902	USA PARKING
Serial Number:	75278701	USA PARKING PARK-CRUISE
Serial Number:	75295130	USA PARKING UNIVERSITY
Serial Number:	74464301	USA PARKING
Serial Number:	74464302	USA PARKING
Serial Number:	75342557	USA PARKING BEACHPARK
Serial Number:	75342558	USA PARKING CAR CARE CENTER
Serial Number:	74478987	USA PARKING SYSTEMS

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: ipdocket@lw.com  
Correspondent Name: Latham & Watkins, Attn: Julie Dalke  
Address Line 1: 650 Town Center Dr, 20th fl  
Address Line 2: 022411-0751  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0751
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	05/28/2009

Total Attachments: 16

**TRADEMARK**  
**REEL: 003995 FRAME: 0546**

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**TRADEMARK SECURITY AGREEMENT**

Trademark Security Agreement, dated as of May 22, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (collectively, "Grantors") and CapitalSource Finance LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 22, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

KCPC ACQUISITION, INC.

By: \_\_\_\_\_

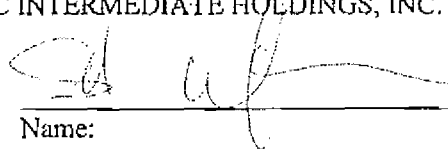


Name:

Title:

KCPC INTERMEDIATE HOLDINGS, INC.

By: \_\_\_\_\_

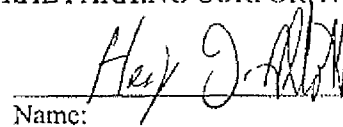


Name:

Title:

CENTRAL PARKING CORPORATION

By: \_\_\_\_\_



Name:

Title:

[SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003995 FRAME: 0550

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

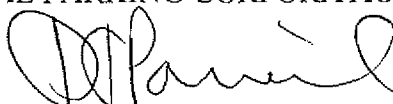
KCPC ACQUISITION, INC.

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

KCPC INTERMEDIATE HOLDINGS, INC.

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

CENTRAL PARKING CORPORATION

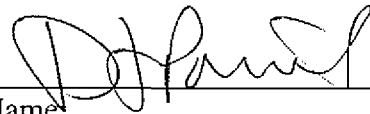
By:  \_\_\_\_\_  
Name:  
Title:

ALLRIGHT CARPARK, INC.  
ALLRIGHT CORPORATION  
ALLRIGHT NEW YORK PARKING, INC.  
APARKCO FINANCE, INC.  
APARKCO INC.  
CENTRAL PARKING SYSTEM-AIRPORT  
SERVICES, INC.  
CENTRAL PARKING SYSTEM, INC.  
CENTRAL PARKING SYSTEM OF ALABAMA,  
INC.  
CENTRAL PARKING SYSTEM OF ARKANSAS,  
INC.  
CENTRAL PARKING SYSTEM OF ASIA, INC.  
CENTRAL PARKING SYSTEM OF  
CONNECTICUT, INC.  
CENTRAL PARKING SYSTEM OF FLORIDA,  
INC.  
CENTRAL PARKING SYSTEM OF GEORGIA,  
INC.  
CENTRAL PARKING SYSTEM OF INDIANA,  
INC.  
CENTRAL PARKING SYSTEM OF  
KENTUCKY, INC.  
CENTRAL PARKING SYSTEM OF LOUISIANA,  
INC.  
CENTRAL PARKING SYSTEM OF  
MARYLAND, INC.  
CENTRAL PARKING SYSTEM OF  
MISSISSIPPI, INC.  
CENTRAL PARKING SYSTEM OF MISSOURI,  
INC.  
CENTRAL PARKING SYSTEM OF NEBRASKA,  
INC.  
CENTRAL PARKING SYSTEM OF NEVADA,  
INC.  
CENTRAL PARKING SYSTEM OF NEW  
JERSEY, INC.  
CENTRAL PARKING SYSTEM OF NEW YORK,  
INC.

By:

Name:

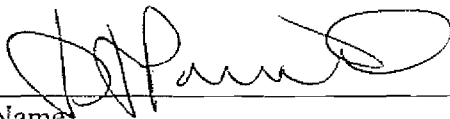
Title:

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CENTRAL PARKING SYSTEM OF NORTH  
CAROLINA, INC.  
CENTRAL PARKING SYSTEM OF OHIO, INC.  
CENTRAL PARKING SYSTEM OF  
OKLAHOMA, INC.  
CENTRAL PARKING SYSTEM OF  
PENNSYLVANIA, INC.  
CENTRAL PARKING SYSTEM OF PUERTO  
RICO  
CENTRAL PARKING SYSTEM OF RHODE  
ISLAND, INC.  
CENTRAL PARKING SYSTEM OF SOUTH  
CAROLINA, INC.  
CENTRAL PARKING SYSTEM OF  
TENNESSEE, INC.  
CENTRAL PARKING SYSTEM OF TEXAS, INC.  
CENTRAL PARKING SYSTEM OF VIRGINIA,  
INC.  
CENTRAL PARKING SYSTEM OF  
WASHINGTON, INC.  
CENTRAL PARKING SYSTEM OF  
WISCONSIN, INC.  
CENTRAL PARKING SYSTEM REALTY OF  
MISSOURI, INC.  
CENTRAL PARKING SYSTEM REALTY OF  
NEW YORK, INC.  
CPS FINANCE, INC.  
CPS OF THE NORTHEAST, INC.  
KINNEY – 9TH STREET, INC.  
KINNEY – CIVIC CENTER, INC.  
KINNEY OF BROOKLYN, INC.  
KINNEY PARKING OF THE BRONX, INC.  
KINNEY PARKING SYSTEM, INC.  
KINNEY PARKING, INC.  
KINNEY SYSTEM EASTSIDE PARKING, INC.  
KINNEY SYSTEM MANAGEMENT, INC.

By:



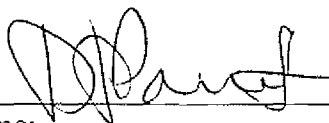
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Name:

Title:

KINNEY SYSTEM, INC.  
KINNEY WEST 83RD ST., INC.  
NATIONAL GARAGES, INCORPORATED  
PARKING FACILITY SYSTEM, INC.  
SLATE PARKING CORP.  
STOP-PARK GARAGE CORP.  
TRANSPORTATION SERVICES USA, INC.  
UNIVERSAL PARKING, INC.  
USA PARKING SYSTEM, INC.  
USA PARKING SYSTEM OF WASHINGTON,  
D.C., INC.

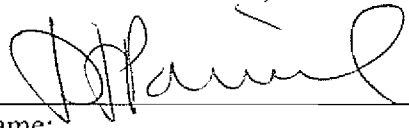
By:

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Name:

Title:

BLACK ANGUS LLC  
CPS AIRPORT DEVELOPMENT, L.L.C.  
PARK ONE OF LOUISIANA, LLC

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

11 EAST FRANKLIN STREET BUSINESS  
TRUST  
305 GUILFORD AVENUE BUSINESS TRUST  
301 EAST SARATOGA STREET BUSINESS  
TRUST

By: Henry J. Abbott  
Name: HENRY J. ABBOTT  
Title: SECRETARY

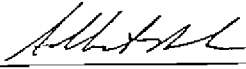
[Trademark Security Agreement]

NY1283543.1

**TRADEMARK**  
**REEL: 003995 FRAME: 0556**

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC,  
as Collateral Agent

By:   
Name: **Albert Rocha**  
Title: **Senior Counsel**



SECOND  
(FIRST LIEN TRADEMARK SECURITY AGREEMENT)

**TRADEMARK**  
**REEL: 003995 FRAME: 0557**








**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**


**U.S. Registered Trademarks**  
**Owner: Central Parking Corporation**

<b>Trademark</b>	<b>Database</b>	<b>Status</b>	<b>Application No. Application Date</b>	<b>Registration No. Registration Date</b>
CENTRAL CARTS 	U.S. Federal	REGISTERED	76515841 May 21, 2003	2850498 June 8, 2004
CENTRAL PARKING CORPORATION	U.S. Federal	REGISTERED	75430131 February 6, 1998	2264440 July 27, 1999
CPC	U.S. Federal	REGISTERED	75430130 February 6, 1998	2409078 November 28, 2000
PRG PARKING RESOURCE GROUP 	U.S. Federal	REGISTERED	76382013 March 14, 2002	2780397 November 4, 2003

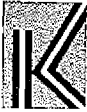

**U.S. Trademark Applications Pending**  
**Owner: Central Parking Corporation**

Trademark	Database	Status	Application No. Application Date
ALLRIGHT PARKING	U.S. Federal	PENDING	77082807 January 15, 2007
CENTRAL AIRPARK AIRPORT PARKING 	U.S. Federal	PENDING	77018409 October 11, 2006
CENTRAL PARKING CORPORATION 	U.S. Federal	PENDING	77003267 September 20, 2006
CENTRAL PARKING SYSTEM 	U.S. Federal	PENDING	77003306 September 20, 2006
CPC PARKING DASHBOARD 	U.S. Federal	PENDING INTENT TO USE	78973046 September 13, 2006
CPC PARKING SCORECARD 	U.S. Federal	PENDING INTENT TO USE	78973061 September 13, 2006
Design Only 	U.S. Federal	PENDING	77071952 December 27, 2006
P ALLRIGHT PARKING 	U.S. Federal	PENDING	77082813 January 15, 2007

**U.S. Registered Trademarks**  
**Owner: Central Parking Systems, Inc.**

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
CENTRAL PARKING SYSTEM	U.S. Federal	REGISTERED	74384025 April 29, 1993	2270071 August 17, 1999
Design Only 	U.S. Federal	RENEWED	73021465 May 15, 1974	1013070 June 10, 1975
NEW SOUTH PARKING	U.S. Federal	REGISTERED	76146025 October 12, 2000	2512348 November 27, 2001

**U.S. Registered Trademarks**  
**Owner: Kinney System, Inc.**


Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
K 	U.S. Federal	RENEWED	73419128 March 28, 1983	1276527 May 1, 1984
K 	U.S. Federal	RENEWED	74609522 December 12, 1994	1982073 June 25, 1996
KINNEY	U.S. Federal	RENEWED SECTION 2(F)	74357755 February 10, 1993	1864962 November 29, 1994
"THE PARKING PROFESSIONALS"  <small>"The Parking Professionals"</small>	U.S. Federal	RENEWED SECTION 2(F)	74610242 December 12, 1994	1982078 June 25, 1996






**U.S. Registered Trademarks**  
**Owner: Allright Corporation**


Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
PARKING PLUS	U.S. Federal	RENEWED	74589472 October 24, 1994	1984685 July 2, 1996

**U.S. Registered Trademarks**  
**Owner: USA Parking System, Inc.**

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
THE HOSPITALITY PARKING COMPANY	U.S. Federal	REGISTERED	75476770 April 29, 1998	2317215 February 8, 2000
USA PARKING 	U.S. Federal	REGISTERED PARTIAL SECTION 2(F)	75288902 May 8, 1997	2235661 March 30, 1999
USA PARKING PARK-CRUISE 	U.S. Federal	REGISTERED PARTIAL SECTION 2(F)	75278701 April 21, 1997	2283699 October 5, 1999
USA PARKING UNIVERSITY 	U.S. Federal	REGISTERED PARTIAL SECTION 2(F)	75295130 May 20, 1997	2289778 November 2, 1999
USA PARKING CAR CARE CENTER 	U.S. Federal	REGISTERED SECTION 2(F)	75342558 August 18, 1997	2282028 September 28, 1999
USA PARKING DEPOT 	U.S. Federal	REGISTERED SECTION 2(F)	75476777 April 29, 1998	2330262 March 14, 2000
USA PARKING DEPOT	U.S. Federal	REGISTERED SECTION 2(F)	75439427 February 24, 1998	2373463 August 1, 2000

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
USA PARKING BEACHPARK 	U.S. Federal	REGISTERED SECTION 2(F)	75342557 August 18, 1997	2272912 August 24, 1999
USA AIRPORT PARKING 	U.S. Federal	REGISTERED SECTION 2(F)	75414434 January 6, 1998	2330197 March 14, 2000
USA PARKING SYSTEMS	U.S. Federal	RENEWED SECTION 2(F)	74478987 January 14, 1994	2002079 September 24, 1996
USA PARKING	U.S. Federal	RENEWED SECTION 2(F)	74464302 November 30, 1993	1886343 March 28, 1995
USA PARKING 	U.S. Federal	RENEWED SECTION 2(F)	74464301 November 30, 1993	1885321 March 21, 1995

**U.S. Federal Trademark Registration**  
**Owner: New South Parking Louisiana**

Trademark	Database	Status	Application No. Application Date
Design Only 	U.S. Federal	PUBLISHED INTENT TO USE	78942534 August 1, 2006

**U.S. Federal Trademark Registration**  
**Owner: Allright Corporation**

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
PARKING PLUS	U.S. Federal	RENEWED	74589472 October 24, 1994	1984685 July 2, 1996

## Foreign Registered Trademarks

Grantor	Trademark	Filing Date	Status	Registration No.
Central Parking System, Inc.	Central		Active	2326209
Central Parking Corporation	Central Parking System	4/21/05	Active	876925
Central Parking Corporation	Central Parking System	12/14/04	Active	863444
Central Parking Corporation	Central Parking System	12/5/1994	Active	481384
Central Parking Corporation	Central Parking System Mexico	5/13/05	Active	881304
Central Parking Corporation	Central Parking System Mexico	4/22/05	Active	877297
Central Parking Corporation	Central Parking (Design only)	11/30/94	Active	481161
Central Parking Corporation	National Central Parking	11/24/05	Active	909890