

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RoadSafe Holdings, Inc.		06/19/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First American Bank		
<b>Street Address:</b>	1650 Louis Avenue		
<b>City:</b>	EIK Grove Village		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60007		
<b>Entity Type:</b>	Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77318861	1STCALL STUDIO EQUIPMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	211422-15		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>Signature:</b>	/Oscar Ruiz/		
<b>Date:</b>	06/19/2009		

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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2009, is made by ROADS SAFE HOLDINGS, INC., a Delaware corporation (the "Grantor"), in favor of FIRST AMERICAN BANK, an Illinois banking corporation (the "Bank").

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, ROADS SAFE TRAFFIC SYSTEMS, INC., a Delaware corporation ("RoadSafe Traffic"), ROADS SAFE SERVICES, LLC, a Delaware limited liability company ("RoadSafe Services"), FIRSTCALL STUDIO EQUIPMENT, INC., a Delaware corporation ("FirstCall"), STUDIO EQUIPMENT, LLC, a Delaware limited liability company ("Studio Equipment"), and ROADS SAFE TRAFFIC, L.P., a Delaware limited partnership ("RoadSafe Traffic, L.P." and, collectively with RoadSafe Traffic, RoadSafe Services, FirstCall, Studio Equipment and each of the other direct or indirect Subsidiaries of RoadSafe Traffic now or from time to time thereafter becoming a party thereto, the "Borrowers" and each a "Borrower"), and the Bank, the Bank has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition to the Bank's entering into the Loan Agreement and making such extensions of credit to the Borrowers, the Bank requires that the Grantor enter into this Trademark Security Agreement in order to secure the obligations and performance of the Borrowers under the Loan Agreement.

WHEREAS, Grantor, directly or indirectly, as the owner of 100% of the issued and outstanding capital stock of each of the Borrowers, will derive substantial benefit and advantage from the financial accommodations available to the Borrowers set forth in the Loan Agreement, and it will be to Grantor's direct interest and economic benefit to assist the Borrowers in procuring such financing accommodations from the Bank by, among other things, granting a lien on and security interest in substantially all of its assets under the terms and conditions set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement and make the extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby

mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For purposes of this Agreement, the term (a) "Trademarks" shall mean all rights, title and interests (and all related IP Ancillary Rights) arising under any requirement of law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, (b) "IP Ancillary Rights" shall mean, with respect to any Trademark, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Trademark and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademark, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right and (c) "IP Licenses" shall mean all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Trademarks.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility

for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

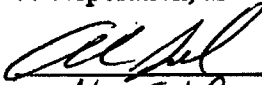
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

ROADSAFE HOLDINGS, INC., a  
Delaware corporation, as the Grantor

By:   
Name: Alan Sobel  
Title: CEO

ACCEPTED AND AGREED  
as of the date first above written:

FIRST AMERICAN BANK, an Illinois banking corporation,  
as the Bank

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

IN WITNESS WHEREOF, the 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.

ROADSAFE HOLDINGS, INC., a  
Delaware corporation, as the Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

FIRST AMERICAN BANK, an Illinois banking corporation,  
as the Bank

By: Nathan R Webb  
Name: Nathan R Webb  
Title: V.P.

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
FIRSTCALL STUDIO EQUIPMENT	77318861	1/11/07	3533322	11/18/08

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Status</u>
RIGHTIGHT	77534373	7/30/08	Pending- Intent to Use

IP LICENSES

None.