

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
RCL, L.L.C.	FORMERLY Railroad Controls, L.L.C.	12/22/2009	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	GTL RCL, LLC		
Street Address:	40 King Street West		
Internal Address:	Scotia Plaza, Suite 4900		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H3Y2		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2531222	RCL	
Registration Number:	2657632	RCL RAILROAD CONTROLS LIMITED	
Registration Number:	2562842	RAILROAD CONTROLS LIMITED	
Registration Number:	2526598	AHS	
Registration Number:	2699335	RCL RAILROAD CONTROLS LIMITED	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown		
Address Line 1:	1420 Peachtree Street, N.E.		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$140.00 2531222

ATTORNEY DOCKET NUMBER:	990494600004
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	01/12/2010
<p>Total Attachments: 6</p> <p>source=RCL Trademark Security Agreement#page1.tif</p> <p>source=RCL Trademark Security Agreement#page2.tif</p> <p>source=RCL Trademark Security Agreement#page3.tif</p> <p>source=RCL Trademark Security Agreement#page4.tif</p> <p>source=RCL Trademark Security Agreement#page5.tif</p> <p>source=RCL Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of December 22, 2009, is by RCL, L.L.C., a Tennessee limited liability company and Railroad Controls, L.P., a Texas limited partnership, each located at 7471 Benbrook Parkway, Benbrook, Texas 76126 (each a "Grantor" and collectively, the "Grantors"), in favor of GTL RCL, LLC, a Delaware limited liability company located at Scotia Plaza, Suite 4900, 40 King Street West, Toronto, Ontario M5H3Y2, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Lenders (as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, Agent and the financial institutions who are parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have into entered financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantors and certain of their affiliates as set forth in the Second Lien Term Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, RCL Services Group, LLC as Borrower, Grantors and certain affiliates of Grantors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement).

WHEREAS, under the terms of the Loan Agreement, each Grantor has granted a continuing security interest in, a second priority lien upon, and a right of set off against, certain property, including, without limitation, certain of its Intellectual Property, to Agent, for itself and the benefit of the Lenders, to secure the payment and performance of the Obligations and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure payment and performance of all of each Grantor's Obligations, each Grantor hereby grants to the Agent, for itself and the benefit of the Lenders, subject to the Frost Intercreditor Agreement, a continuing security interest in, a second priority lien upon, and right of set-off against, all of each Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or existing, and wherever located (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trademark rights and trademark applications, including those referred to on Schedule I hereto, now owned and hereafter arising or acquired;

(b) all rights to sue for past, present or future infringement of any of the foregoing; and

(c) all proceeds and products of the foregoing.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the Lenders, pursuant to the Loan Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Agent and Lenders 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Texas but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Texas.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

December __, 2009

RAILROAD CONTROLS, L.P., a Texas limited partnership

By: RCL, L.L.C., a Tennessee limited liability company, its General Partner

By: 
Robert L. Albritton,
Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 14 day of December, 2009 before me personally appeared Robert L. Albritton, Chief Executive Officer of RCL, L.L.C., the General Partner of Railroad Controls, L.P., who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Railroad Controls, LP, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Partners, Members, Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.



Laura Denise Tonne
Notary Public

{seal}

[RCL - TRADEMARK SECURITY AGREEMENT]

December __, 2009

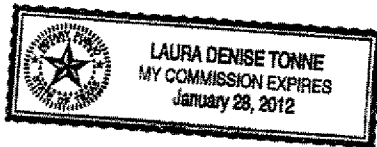
RCL, L.L.C., a Tennessee limited liability company

By: [Signature]
Robert L. Albritton,
Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Tarrant) ss.

On this 14 day of December, 2009 before me personally appeared Robert L. Albritton, Chief Executive Officer of RCL, L.L.C. who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RCL L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Partners, Members, Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.



[Signature]
Notary Public

{seal}

[RCL - TRADEMARK SECURITY AGREEMENT]

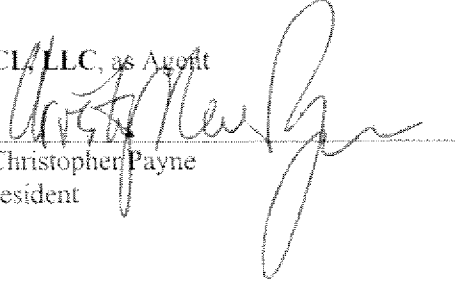
[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

GTL RCL, LLC, as Agent

By:

Name: Christopher Payne

Title: President

A handwritten signature in black ink, appearing to read "Christopher Payne", written over a horizontal line. The signature is cursive and somewhat stylized.

[RCL- TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS

Description of Mark	Regis. No.	Registration Date	International Class/goods and services
RCL	2531222	1/22/02	IC 040. US 100 103 106. G & S: Manufacture of railroad communications and signaling equipment for use by railroads and its operators to ensure safe and efficient train operation to the order and/or specification of others.
RCL RAILROAD CONTROLS LIMITED	2657632	12/10/02	IC 009. US 021 023 026 036 038. G & S: RAILROAD SIGNALS, NAMELY AUDIBLE AND VISUAL ELECTRONIC SIGNALS USED AT RAILROAD CROSSINGS TO WARN AND COMMUNICATE TO DRIVERS AND PEDESTRIANS OF ONCOMING TRAINS COMPRISING OF HORNS AND FLASHING LIGHTS.
Railroad Controls Limited	2562842	4/23/02	IC 009. US 021 023 026 036 038. G & S: Electronic railroad safety signals, namely active warning systems for railroad grade crossings for warning and communicating to vehicular traffic and pedestrians the presence of oncoming trains comprising of audible signals, visual signals, train crew notification signals, and vital detection units with digital input and output displays.
AHS	2526598	01/08/02	IC 009. US 021 023 026 036 038. G & S: Electronic railroad safety signals, namely active warning systems for railroad grade crossings for warning and communicating to vehicular traffic and pedestrians the presence of oncoming trains comprising of audible signals, visual signals, train crew notification signals, and vital detection units with digital input and output displays.
RCL RAILROAD CONTROLS LIMITED	2699335	03/25/03	IC 037. US 100 103 106. G & S: Installation and repair of railroad signals, namely audible and visual electronic signals used at railroad crossings to warn and communicate to drivers and pedestrians of oncoming trains comprising of horns and flashing lights.

[RCL - TRADEMARK SECURITY AGREEMENT]

ATI-2401197v1

RECORDED: 01/12/2010

**TRADEMARK
REEL: 004129 FRAME: 0684**