

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
United Toll Systems, LLC		10/30/2009	LIMITED LIABILITY COMPANY: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Toll Systems, Inc.		
<b>Street Address:</b>	6901 Professional Parkway East		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Sarasota		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34240		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3736345	VCARS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(334)241-8272		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	334-241-8072		
<b>Email:</b>	mpd@chlaw.com		
<b>Correspondent Name:</b>	Michael P. Dalton		
<b>Address Line 1:</b>	150 South Perry Street		
<b>Address Line 4:</b>	Montgomery, ALABAMA 36104		
<b>NAME OF SUBMITTER:</b>	Michael P. Dalton		
<b>Signature:</b>	/Michael P. Dalton/		
<b>Date:</b>	01/20/2010		

OP \$40.00 3736345

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of October 30, 2009, by and among United Toll Systems, LLC, an Alabama limited liability company (the "Seller"), Jim Allen, a resident of the State of Alabama and the sole member of Seller (the "Shareholder"), and UTS Acquisition Corp., a Delaware corporation ("Assignee"). The Seller and the Shareholder are collectively referred to herein as "Assignors".

WHEREAS, Assignors own the trademarks and trademark applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A to this Assignment (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of October 30, 2009, by and among Assignors and Assignee (the "Purchase Agreement"), Assignors have agreed to assign certain intellectual property, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby assign, transfer, and convey to Assignee, its successors, assigns, and legal representatives all of Assignors' right, title, and interest in and to the Trademarks, including the registrations and registration applications therefor and all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and including without limitation Assignors' right to sue for and seek damages and remedies against past, present, and future infringements of any or all of the foregoing, any and all of Assignors' right to income, royalties, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives and all of Assignors' rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances.

2. Cooperation. This Assignment has been executed and delivered by Assignors for the purpose of recording the assignment herein with the appropriate government entity. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

**Seller:**  
**UNITED TOLL SYSTEMS, LLC**

By: [Signature]  
Name: Jim Allen  
Title: President & CEO

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

On this 29<sup>th</sup> day of October, 2009, before me, a Notary Public in and for the State and County foresaid, personally appeared Jim Allen, known by me to be the person above named and an officer of United Toll Systems, LLC, who is duly authorized to execute this Assignment on behalf of United Toll Systems, LLC and who signed and executed the foregoing instrument on behalf of United Toll Systems, LLC.

Notary Public: [Signature]  
My Commission Expires: 8/4/2013

**Shareholder:**  
**JIM ALLEN**

By: [Signature]  
Name: Jim Allen

STATE OF ALABAMA )  
MONTGOMERY COUNTY )

I, D. Kyle Johnson, a Notary Public in and for said County, in said State hereby certify that Jim Allen, whose name is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment he executed the same voluntarily on the day the same bears date.

Given under my hand this the 29<sup>th</sup> day of October, 2009.  
Notary Public: [Signature]  
My Commission Expires: 8/4/2013

**Assignee:**  
**UTS ACQUISITION CORP.**

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_, 20\_\_, before me, a Notary Public in and for the State and County foresaid, personally appeared \_\_\_\_\_, known by me to be the person above named and an officer of \_\_\_\_\_, who is duly authorized to execute this Assignment on behalf of \_\_\_\_\_ and who signed and executed the foregoing instrument on behalf of \_\_\_\_\_.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

**Seller:**  
**UNITED TOLL SYSTEMS, LLC**

By: \_\_\_\_\_  
Name: Jim Allen  
Title: President & CEO

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_, 20\_\_, before me, a Notary Public in and for the State and County foresaid, personally appeared Jim Allen, known by me to be the person above named and an officer of United Toll Systems, LLC, who is duly authorized to execute this Assignment on behalf of United Toll Systems, LLC and who signed and executed the foregoing instrument on behalf of United Toll Systems, LLC.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Shareholder:**  
**JIM ALLEN**

By: \_\_\_\_\_  
Name: Jim Allen

STATE OF ALABAMA )  
\_\_\_\_\_ COUNTY )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State hereby certify that Jim Allen, whose name is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment he executed the same voluntarily on the day the same bears date.

Given under my hand this the \_\_\_ day of \_\_\_\_\_, 20\_\_.  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Assignee:**  
**UTS ACQUISITION CORP.**

By: [Signature]  
Name: David B. Liner  
Title: Vice President and Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

On this 29 day of OCT, 2009, before me, a Notary Public in and for the State and County foresaid, personally appeared DAVID B. LINER, known by me to be the person above named and an officer of UTS Acquisition Corp, who is duly authorized to execute this Assignment on behalf of UTS Acquisition Corp and who signed and executed the foregoing instrument on behalf of UTS Acquisition Corp.

Notary Public: Donna J. Rothbart DONNA J. ROTHBART  
My Commission Expires: 9/11/2010

NOTARY PUBLIC-STATE OF FLORIDA  
Donna J. Rothbart  
Commission # DD593836  
Expires: SEP 11, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

Signature page to Trademark Assignment Agreement

**SCHEDULE A**

<b>Trademark</b>	<b>U.S. Federal Application Serial Number</b>
INFINITY	Serial No. 77/637,760
TEKTRAK	Serial No. 77/735,838
VCARS	Serial No. 77/735,796

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UTS ACQUISITION CORP.", CHANGING ITS NAME FROM "UTS ACQUISITION CORP." TO "UNITED TOLL SYSTEMS, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF OCTOBER, A.D. 2009, AT 12:19 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4740363 8100

090978463

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7614029

DATE: 10-30-09

TRADEMARK  
REEL: 004133 FRAME: 0938

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF INCORPORATION  
OF  
UTS ACQUISITION CORP.**

October 30, 2009

Pursuant to the provisions of Section 242 of the Delaware General Corporation Law, UTS Acquisition Corp. (the "Corporation") hereby adopts the following Certificate of Amendment to its Certificate of Incorporation:

1. The name of the Corporation is UTS Acquisition Corp.
2. The amendment so adopted is:

Article I of the Certificate of Incorporation is hereby amended by deleting said Article I in its entirety and substituting in lieu thereof the following:

1.


"The name of the corporation is United Toll Systems, Inc. (hereinafter referred to as the "Corporation")"

3. Except as hereinabove amended, the Certificate of Incorporation of the Corporation is continued in full force and effect.
4. The foregoing Amendment to the Certificate of Incorporation of the Corporation was adopted by the Stockholders and the Board of Directors of the Corporation as of October 30, 2009 pursuant to Sections 141(f) and 228 of the Delaware General Corporation Law.



IN WITNESS WHEREOF, the Corporation has caused its duly authorized officer to execute this Certificate of Amendment as of the date first written above.

UTS ACQUISITION CORP.

By:   
Name: David B. Liner  
Title: Vice President and Secretary

ATL\_IMANA08-6447329.2

*Signature page 10 Certificate of Amendment*

RECORDED: 01/20/2010

TRADEMARK  
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