

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAFFICMASTER LIMITED (FORMERLY KNOWN AS TRAFFICMASTER PLC)		08/04/2010	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC		
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2992726	TRAFFICMASTER	
CORRESPONDENCE DATA			
Fax Number:	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-848-4455		
Email:	jlik@shearman.com		
Correspondent Name:	Gloria Jung		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	36493/12		
NAME OF SUBMITTER:	GLORIA JUNG		
Signature:	/GLORIA JUNG/		

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**TRADEMARK
 REEL: 004255 FRAME: 0850**

Date:

08/06/2010

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") sets out a summary of certain key provisions of the Guarantee and Debenture (as defined below) and is made this 4TH day of August, 2010, by Trafficmaster Limited (formerly known as Trafficmaster PLC) (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated June 2, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Vector Capital Limited, as parent and as a borrower ("Parent"), each Person from time to time party thereto as borrowers ("Borrowers"), the lenders party thereto as lenders (such lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Wells Fargo Capital Finance, LLC as agent and Silicon Valley Bank as co-lead arranger, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor (amongst others) shall have executed and delivered to Wells Fargo Capital Finance, LLC, in its capacity as agent for the Finance Parties ("Agent") that certain Guarantee and Debenture of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Debenture"); and

WHEREAS, pursuant to Section 18.2(b) of the Guarantee and Debenture, the Grantor is required to perfect the Security granted pursuant to the Guarantee and Debenture;

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Debenture or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Pursuant to the Guarantee and Debenture, the Grantor charges in favour of the Agent, as agent and trustee for the Finance Parties, to secure the Secured Obligations, a continuing security interest in:

(a) Any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright and all other forms of intellectual or industrial property;

(b) Any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and

(c) Any application to register to protect any of the items listed in paragraphs (a) or (b) above,

in each case as owned by the Grantor and including:

(i) the trademarks listed in Schedule 1 hereto;

(ii) any goodwill of the relevant Grantor's business to which any trademark listed in Schedule 1 hereto relates;

- (iii) any other right which may arise from, relate to or be associated with any trademark listed in Schedule 1 hereto or its use in the relevant Grantor's business; and
- (iv) all fees, royalties and other rights of every kind to which the Grantor is entitled deriving from any of the items listed in sub-paragraphs (i), (ii) or (iii) above.

3. GUARANTEE AND DEBENTURE. The Grantor hereby acknowledges and affirms that this Trademark Security Agreement contains an accurate summary of certain key provisions of the Guarantee and Debenture. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Debenture, the Guarantee and Debenture shall prevail.

4. RECORDATION. The Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

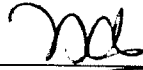
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signature on the counterparts were on a single copy of this Trademark Security Agreement.

6. **ENGLISH LAW GOVERNS THIS TRADEMARK SECURITY AGREEMENT, ITS INTERPRETATION AND ANY NON-CONTRACTUAL OBLIGATIONS ARISING FROM OR CONNECTED WITH IT.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

TRAFFICMASTER LIMITED

By: 
Name: TIM COLEMAN
Title: FINANCE DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Trafficmaster Limited (formerly known as Trafficmaster PLC)	U.S.	TRAFFICMASTER	76/051,058 2,992,726	5/18/2000 9/6/2005