

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/16/2011
 900184250

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B&B Roadway and Security Solutions, LLC		01/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank		
Street Address:	2000 McKinney		
Internal Address:	Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: <i>Texas</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3730606	B&B ARMR	
CORRESPONDENCE DATA			
Fax Number:	(214)651-4330		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	alison.cross@strasburger.com		
Correspondent Name:	Alison Cross		
Address Line 1:	901 Main		
Address Line 2:	Suite 4400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	81580.0139		
NAME OF SUBMITTER:	Alison Cross		
Signature:	/s/		

CH \$40.00 3730606

Date:

02/16/2011

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated as of January 31, 2011 is made by B&B Roadway and Security Solutions, LLC, a Delaware limited liability company ("*Debtor*"), in favor of Texas Capital Bank, National Association, a national banking association ("*Secured Party*").

WHEREAS, Debtor and B&B Roadway, LLC, a Texas limited liability company, have entered into that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with Secured Party; and

WHEREAS, as a condition precedent to the making of the loans by Secured Party under the Credit Agreement, Debtor has executed and delivered in favor of Secured Party that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, under the terms of the Credit Agreement and the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, all Intellectual Property of Debtor; and

WHEREAS, Debtor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

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(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement.

5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

EXECUTED as of the day, month and year first above written.

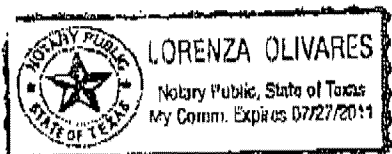
**B&B ROADWAY AND SECURITY SOLUTIONS,
LLC**

Address for Notices,
100 Crescent Court, Suite 700
Dallas, Texas 75201

By: Mark King
Mark King
President and Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 31, 2011, by Mark King, President and Secretary of B&B Roadway and Security Solutions, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Lorenza Olivares
Notary Public, State of Texas

SCHEDULE A

PATENTS

Country	Patent No.	Issue Date	Holder(s)	Title
U.S.	7,736,083	June 15, 2010	B&B Roadway and Security Solutions, LLC	Payout Brake
U.S.	7,818,970	October 26, 2010	B&B Roadway and Security Solutions, LLC	Barrier Gate with Torque Limiter

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3311507,131901880,01,390,29,511

**SCHEDULE B
TRADEMARKS**

Country	Trademark	Registration No.	Registration Date
U.S.	M&B ARMK	3,730,600	December 29, 2009

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3000077 7-580981 6810334/02210
1311401 1-580981 580981 199990311

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**SCHEDULE C
COPYRIGHTS**

None.

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