

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
General Electric Capital Coporation		07/21/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street, 27th Fl. MS NYC60-2710		
Internal Address:	Attn: Project Finance/Roadlink 2nd Lien Facility		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2636253	ROADPERKS	
Registration Number:	2832244	ROADLINK USA	
Registration Number:	1454644	ROAD LINK	
Registration Number:	1420457	ROAD LINK	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2636253		

OP \$115.00 2636253

NAME OF SUBMITTER:	Rachelle A. Dubow
Signature:	/rachelle dubow/
Date:	09/12/2011
Total Attachments: 6 source=74456452#page1.tif source=74456452#page2.tif source=74456452#page3.tif source=74456452#page4.tif source=74456452#page5.tif source=74456452#page6.tif	

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks ("Trademark Collateral Assignment"), dated as of July 21, 2011, is executed by General Electric Capital Corporation, as assignor (the "Existing Agent") and Deutsche Bank Trust Company Americas, as assignee (the "Successor Agent"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Second Lien Credit Agreement, referred to below.

RECITALS

WHEREAS, RoadLink USA, Inc., as borrower (the "Borrower"), the Credit Parties, the Existing Agent, as Agent and Second Lien Collateral Agent, the several banks and other financial institutions (the "Lenders"), and GE Capital Markets, Inc., as lead arranger and bookrunner, entered into that certain Second Lien Credit Agreement, dated as of April 20, 2007 (as amended, restated, supplemented, modified and in effect from time to time, the "Second Lien Credit Agreement");

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower (the "Grantor") and certain other Affiliates of the Borrower executed and delivered the Guarantee and Security Agreement in favor the Existing Agent;

WHEREAS, in connection with the Guarantee and Security Agreement, pursuant to the Second Lien Trademark Security Agreement, dated as of April 20, 2007 ("Trademark Agreement"), the Grantor granted to the Existing Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in the "Trademark Collateral" (as defined in the Trademark Agreement), including certain trademark registrations as identified on Schedule I to the Trademark Agreement (collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain Agency Assignment and Acceptance, dated as of July 21, 2011 (the "Successor Agent Agreement"), the Existing Agent resigned as the Second Lien Collateral Agent under the Second Lien Credit Agreement and the other Loan Documents, the Successor Agent was appointed by the Lenders as the successor Second Lien Collateral Agent under the Second Lien Credit Agreement and the other Loan Documents, and the Successor Agent assumed the rights, powers and privileges of the Second Lien Collateral Agent under the Second Lien Credit Agreement, Guarantee and Security Agreement and other Loan Documents;

WHEREAS, the Existing Agent desires to assign, and the Successor Agent desires to assume, the rights, powers, privileges and obligations of the Second Lien Collateral Agent under the Trademark Agreement.

NOW, THEREFORE, the Existing Agent and the Successor Agent agree as follows:

1. As of the date hereof, the Existing Agent hereby assigns, and the Successor Agent hereby assumes, the rights, powers, privileges and obligations of the Second Lien Collateral Agent in the Trademark Agreement.

2. The security interest granted by the Grantor pursuant to the Trademark Agreement includes a lien on and security interest and other rights in the Trademark Collateral.

3. The Successor Agent may record this Trademark Collateral Assignment on the Trademark Collateral identified on Schedule A with the United States Patent and Trademark Office and trademark offices of any countries and/or jurisdictions in which the trademarks are registered or applied for.

4. Except as expressly amended and supplemented herein or in the Successor Agent Agreement, all of the terms and provisions of the Trademark Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Trademark Collateral Assignment as of the day and year first above written.

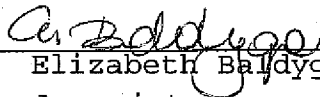
General Electric Capital Corporation, as Existing Agent

By: Ashley G. Medio
Name: Ashley G. Medio
Title: Duly Authorized Signatory

**Deutsche Bank Trust Company Americas, as Successor
Agent**

By: Deutsche Bank National Trust Company

By: 
Name: Estelle Lawrence
Title: Vice President

By: 
Name: Elizabeth Baldyga
Title: Associate

[Signature Page to Assignment of Security Interest in Trademarks]

AGREED AND ACKNOWLEDGED:

RoadLink USA, Inc.,
as Grantor

By: 

Name: Mike Shelton

Title: Authorized Signatory

[Signature Page to Assignment of Security Interest in Trademarks]

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TRADEMARK
REEL: 004622 FRAME: 0469

SCHEDULE A

TRADEMARKS REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
ROADPERKS	2636253	10/15/02
ROADLINK USA	2832244	4/13/04
ROAD LINK	1454644	8/25/87
ROAD LINK & DESIGN	1420457	12/09/86