

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-------------------------------------|
| PRG Parking Management, L.L.C. | | 12/09/2011 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------|
| Name: | Keybank National Association |
| Street Address: | 100 Federal Street |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------|
| Registration Number: | 2351007 | THEPARKINGSPOT |
| Registration Number: | 2963762 | THEPARKINGSPOT |
| Registration Number: | 2873215 | |
| Registration Number: | 2873216 | |
| Registration Number: | 3309364 | WE HAVE AIRPORT PARKING COVERED |
| Registration Number: | 3854672 | SOFT HANDS CAR CARE |
| Registration Number: | 3931781 | SOFT HANDS CAR CARE |
| Serial Number: | 85468560 | THESPOTCLUB |

CORRESPONDENCE DATA

Fax Number: (302)636-5454
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900209460

**TRADEMARK
 REEL: 004678 FRAME: 0149**

CH \$215.00 2351007

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 024450-005 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 12/13/2011 |

Total Attachments: 16

source=12-13-11 PRG Parking Management-TM#page1.tif
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source=12-13-11 PRG Parking Management-TM#page16.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PRG PARKING MANAGEMENT, L.L.C.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Keybank National Association

Internal Address: _____

Street Address: 100 Federal Street

City: Boston

State: MA

Country: USA Zip: 02110

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
 See Exhibit E attached

B. Trademark Registration No.(s)
 See Exhibit E attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Lisa A. Cobbett

 Signature

12/13/11

 Date

Lisa A. Cobbett

 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

16

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 9th day of December, 2011, by and between **PRG PARKING MANAGEMENT, L.L.C.**, a Delaware limited liability company with offices c/o Green Court Partners, 200 West Monroe Street, 37th floor, Chicago, Illinois 60606 ("Grantor"), and **KEYBANK NATIONAL ASSOCIATION**, as agent for the benefit of Lenders, with offices at 225 Franklin Street, Boston, Massachusetts 02110 ("Agent").

RECITALS

A. Grantor and Agent are parties to a certain Credit Agreement dated of even date herewith among Grantor and certain Affiliates from time to time party thereto (jointly and severally, individually and collectively, the "Borrowers"), Agent, and the Lenders from time to time party thereto, including, without limitation, the Agent (jointly and severally, individually and collectively, the "Lenders") (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement").

B. Lenders have agreed to make a loan to Grantor and the other Borrowers pursuant to the Credit Agreement. Lenders are willing to enter into certain financial accommodations with Grantor and the other Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks, Patents, Software, Domain Names and other assets to secure the obligations of Grantor and the other Borrowers under the Credit Agreement. Defined terms used but not defined herein shall have the same meanings as in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's and the other Borrowers' present or future indebtedness, obligations and liabilities to Agent and/or Lenders (hereinafter, the "Indebtedness"), including, without limitation, under the Credit Agreement, Grantor hereby grants to Agent for the ratable benefit of Lenders, a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation, those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held, including without limitation, the computer software products set forth on **EXHIBIT B** attached hereto (such computer software products, collectively, the "Software");

(c) Any and all right, title and interest of Grantor in any domain names, including, without limitation, the domain names set forth on **EXHIBIT C** attached hereto (the "Domain Names")

(d) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held (the "Design Rights");

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation, the patents and patent applications set forth on **EXHIBIT D** attached hereto (collectively, the "Patents");

(f) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation, those set forth on **EXHIBIT E** attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All rights as licensor or licensee under all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Software or Domain Names and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Software, Licenses, Design Rights or Domain Names; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Authorization and Request.** Grantor authorizes and requests that this IP Agreement and any amendments thereto, or copies thereof be recorded with the United States Patent and Trademark Office, the United States Copyright Office and the Canadian Intellectual Property Office.

3. **Covenants and Warranties.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, subject to licenses granted by Grantor to its customers in the ordinary course of business ("Customer Licenses").

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the registered Copyrights, Trademarks, Patents, Software and Domain Names is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and except as set forth on EXHIBIT F, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, or Copyright, specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents, and Copyrights, and (iii) not allow any Trademarks, Patents, Copyrights, Software, or Domain Names to be abandoned, forfeited or dedicated to the public, except in the ordinary

course of business if Grantor determines that reasonable business practices suggest that such abandonment, forfeiture or dedication is appropriate.

(g) Grantor shall take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Agent for the ratable benefit of Lenders, a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral securing the payment and performance of the obligations evidenced by the Credit Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Agent of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Agent by or on behalf of Grantor with respect to the Intellectual Property Collateral is, to Grantor's knowledge, accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Agent's Rights. Agent shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Agent, subject to any prior licenses, encumbrances and restrictions and prospective Customer Licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in all Copyrights, Patents, Trademarks, Software and Domain Names and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest, for the ratable benefit of Lenders, in all Intellectual Property Collateral.

(b) In addition to section 5(a) above, Grantor shall: (i) provide written notice to Agent of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark, or with the United States Copyright Office for a copyright, within thirty (30) days of such filing; (ii) execute a security agreement or such other documents as Agent may reasonably request in order to maintain the perfection and priority of Agent's security interest in the Copyrights, Patents or Trademarks encompassed by the filed application; (iii) record the executed security agreement or such other documents with the United States Patent and Trademark Office or United States Copyright Office, and (iv) provide to Agent a copy of such filed application and evidence of the recording of such security agreement or such other documents.

(c) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Agent or otherwise, from time to time in Agent's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks, Software or Domain Names acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, Software or Domain Names in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Agent deems appropriate, in order to further perfect or protect Agent's interest in the Intellectual Property Collateral.

6. Events of Default. The occurrence of any of the following shall constitute an event of default under this IP Agreement (hereinafter, an "Event of Default"):

(a) A Default occurs under the Credit Agreement; or any document from Grantor or another Borrower to Agent and/or Lenders and all notice, cure and grace periods applicable to such Default have expired without it being remedied; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under the Delaware Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at a place designated by Agent. Agent shall also have a nonexclusive, royalty free license to use the Intellectual Property Collateral, including but not limited to Copyrights, Patents, Trademarks, Software and Domain Names to the extent reasonably necessary to permit Agent to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Agent and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Agent as a result of or in any way arising out of, following or consequential to transactions between Agent and Grantor, whether under this IP Agreement or otherwise (including without

limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Agent's gross negligence or willful misconduct.

9. Termination. At such time as Borrowers shall completely satisfy all of the obligations secured hereunder and Agent and Lenders have no further obligation to make credit extensions or extend other financial accommodations to Grantor or the other Borrowers, Agent shall execute and deliver to Grantor, at Grantor's sole expense, all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and, as applicable, the Delaware Uniform Commercial Code. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT. AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE AGENT'S RIGHTS AGAINST GRANTOR OR ITS PROPERTY.

GRANTOR AND AGENT EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS IP AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS IP AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.


IN WITNESS WHEREOF, each of the undersigned have caused this IP Agreement to be executed by its duly authorized representatives as of the date first set forth above.

Address of Grantor:

200 West Monroe Street, 37th Floor
Chicago, IL 60606

GRANTOR:

PRG PARKING MANAGEMENT, L.L.C.
c/o Green Court Partners

By:  _____

Name: **MARNIE C. HELFAND** _____
VICE PRESIDENT

Title: _____

Address of Agent:

800 Superior
Cleveland, Ohio 44114-1306

AGENT:

KEYBANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the undersigned have caused this IP Agreement to be executed by its duly authorized representatives as of the date first set forth above.

Address of Grantor:

200 West Monroe Street, 37th Floor
Chicago, IL 60606

GRANTOR:

PRG PARKING MANAGEMENT, L.L.C.
c/o Green Court Partners

By: _____

Name: _____

Title: _____

Address of Agent:

800 Superior
Cleveland, Ohio 44114-1306

AGENT:

KEYBANK NATIONAL ASSOCIATION

By: Christopher T. Neil

Name: Christopher T. Neil

Title: Senior Relationship Manager

EXHIBIT "A"

COPYRIGHTS

| <u>Registration No.</u> | <u>Title</u> | <u>Type</u> | <u>Claimant</u> | <u>Creation Date</u> |
|-------------------------|-----------------|------------------|---|----------------------|
| TXu001254574 | Pocket Valet | Computer File | PRG Parking Management, L.L.C. d.b.a. The Parking Spot | 2003 |

EXHIBIT "B"

MATERIAL SOFTWARE

| <u>Name</u> | <u>Version</u> | <u>Location</u> | <u>Hardware Platform</u> |
|----------------------------|----------------|-------------------|-------------------------------|
| Timberline | 9.7 | Chicago - Corp | Windows Server/Desktop Client |
| Enterprise E-Time | 6 | Chicago - Corp | Windows Server/Web Client |
| ADP PC Payroll for Windows | 6.5 | Chicago - Corp | Windows Desktop |
| Ski Data | 21.00.05 | Chicago - Corp | Proprietary Server/Client |
| Ski Data | 21.00.05 | Chicago - Corp | Proprietary Server/Client |
| Ski Data | 20.01.04 | Chicago - Corp | Proprietary Server/Client |
| Ski Data | 20.01.04 | Atlanta TPS1 | Proprietary Server/Client |
| Ski Data | 20.01.04 | Atlanta TPS2 | Proprietary Server/Client |
| Ski Data | 20.01.04 | Austin | Proprietary Server/Client |
| Ski Data | 20.01.04 | Dallas DFW North | Proprietary Server/Client |
| Ski Data | 20.01.04 | Dallas DFW South | Proprietary Server/Client |
| Ski Data | 20.01.04 | Dallas Love | Proprietary Server/Client |
| Ski Data | 20.01.04 | Houston JFK | Proprietary Server/Client |
| Ski Data | 20.01.04 | Houston TPS1 | Proprietary Server/Client |
| Ski Data | 20.01.04 | Houston TPS2 | Proprietary Server/Client |
| Ski Data | 20.01.04 | Houston Hobby | Proprietary Server/Client |
| Ski Data | 20.01.04 | Kansas City | Proprietary Server/Client |
| Ski Data | 20.01.04 | LAX Century | Proprietary Server/Client |
| Ski Data | 20.01.04 | Nashville | Proprietary Server/Client |
| Ski Data | 20.01.04 | Orlando | Proprietary Server/Client |
| Ski Data | 20.01.04 | Phoenix | Proprietary Server/Client |
| Ski Data | 20.01.04 | St. Louis TPS1 | Proprietary Server/Client |
| Ski Data | 20.01.04 | St. Louis TPS2 | Proprietary Server/Client |
| Ski Data | 20.01.04 | St. Louis EZ Park | Proprietary Server/Client |
| Datacap Net E Pay | 4.03 | Chicago - Corp | Windows Server |
| Datacap Net E Pay | 4.03 | Atlanta TPS1 | Windows Server |
| Datacap Net E Pay | 4.03 | Atlanta TPS2 | Windows Server |
| Datacap Net E Pay | 4.03 | Austin | Windows Server |
| Datacap Net E Pay | 4.03 | Dallas DFW North | Windows Server |
| Datacap Net E Pay | 4.03 | Dallas DFW South | Windows Server |
| Datacap Net E Pay | 4.03 | Dallas Love | Windows Server |
| Datacap Net E Pay | 4.03 | Houston JFK | Windows Server |
| Datacap Net E Pay | 4.03 | Houston TPS1 | Windows Server |
| Datacap Net E Pay | 4.03 | Houston TPS2 | Windows Server |
| Datacap Net E Pay | 4.03 | Houston Hobby | Windows Server |
| Datacap Net E Pay | 4.03 | Kansas City | Windows Server |
| Datacap Net E Pay | 4.03 | LAX Century | Windows Server |
| Datacap Net E Pay | 4.03 | Nashville | Windows Server |

| | | | |
|-------------------|------|-------------------|----------------|
| Datacap Net E Pay | 4.03 | Orlando | Windows Server |
| Datacap Net E Pay | 4.03 | Phoenix | Windows Server |
| Datacap Net E Pay | 4.03 | St. Louis TPS1 | Windows Server |
| Datacap Net E Pay | 4.03 | St. Louis TPS2 | Windows Server |
| Datacap Net E Pay | 4.03 | St. Louis EZ Park | Windows Server |

| <u>Name</u> | <u>Version</u> | <u>Location</u> |
|------------------------------|-----------------|-----------------|
| Microsoft Office | SA-Most Current | Various |
| Microsoft Windows Desktop OS | SA-Most Current | Various |
| Microsoft Windows Server OS | SA-Most Current | Various |
| Microsoft SQL Server | 2005 | Chicago - Corp |
| Microsoft SQL Server | SA-Most Current | Chicago - Corp |
| Microsoft Exchange Server | SA-Most Current | Chicago - Corp |
| Symantec AntiVirus | 11 | Various |
| Blackberry Enterprise Server | 5 | Chicago - Corp |
| Microsoft SCCM | 2007 | Chicago - Corp |
| GFI MailEssentials | 2010 | Chicago - Corp |
| GFI MailSecurity | 2011 | Chicago - Corp |
| Microsoft TMG Server | 2010 | Chicago - Corp |
| IPSwitch WhatsUp Gold | 8.03 | Chicago - Corp |

EXHIBIT "C"

DOMAIN NAMES

| <u>Domain Name</u> | <u>Account No.</u> | <u>Expiration Date</u> |
|-------------------------|--|------------------------|
| hteparkingspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| pakingspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkignspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkigspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkingpot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkingspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkingsopt.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkingsot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkingspt.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkingspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| parkngspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| prkingspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| tehparkingspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| thepakringspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theparkignspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theparkigspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theparkingpot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theparkingsopt.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theparkingspt.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theparkingspto.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theparkngspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theparknigspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theprakingspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| theprkingspot.com | PRG Parking Management, LLC (27910066) | 5/10/2012 |
| rapidairportparking.net | PRG Parking Management, LLC (27910066) | 9/10/2012 |
| theparkingspace.com | PRG Parking Management, LLC (27910066) | 10/25/2012 |
| findaparkingspace.com | PRG Parking Management, LLC (27910066) | 10/28/2012 |
| parkingexpress.com | PRG Parking Management, LLC (27910066) | 1/4/2013 |
| theparkingspot.eu | PRG Parking Management, LLC (27910066) | 1/15/2013 |
| parkingspot.biz | PRG Parking Management, LLC (27910066) | 1/19/2013 |
| spotclub.biz | PRG Parking Management, LLC (27910066) | 1/19/2013 |
| spotclub.info | PRG Parking Management, LLC (27910066) | 1/19/2013 |
| spotclub.org | PRG Parking Management, LLC (27910066) | 1/19/2013 |
| theparkingspot.biz | PRG Parking Management, LLC (27910066) | 1/19/2013 |
| thespotclub.biz | PRG Parking Management, LLC (27910066) | 1/19/2013 |
| thespotclub.info | PRG Parking Management, LLC (27910066) | 1/19/2013 |
| thespotclub.org | PRG Parking Management, LLC (27910066) | 1/19/2013 |
| theparingspot.com | PRG Parking Management, LLC (27910066) | 1/27/2013 |
| theparkingspot.com | PRG Parking Management, LLC (27910066) | 1/27/2013 |
| the-parking-spot.com | PRG Parking Management, LLC (27910066) | 3/15/2013 |
| the-parking-spot.net | PRG Parking Management, LLC (27910066) | 3/15/2013 |

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| the-parking-spot.org | PRG Parking Management, LLC (27910066) | 3/15/2013 |
| theparkingspot.tv | PRG Parking Management, LLC (27910066) | 3/15/2013 |
| the-parking-spot.tv | PRG Parking Management, LLC (27910066) | 3/15/2013 |
| ezparkstl.com | PRG Parking Management, LLC (27910066) | 4/9/2013 |
| thepocketvalet.com | PRG Parking Management, LLC (27910066) | 6/9/2013 |
| prgparking.com | PRG Parking Management, LLC (27910066) | 8/21/2013 |
| parkexpressfly.com | PRG Parking Management, LLC (27910066) | 9/8/2013 |
| spotclub.net | PRG Parking Management, LLC (27910066) | 10/24/2013 |
| thespotclub.com | PRG Parking Management, LLC (27910066) | 10/24/2013 |
| thespotclub.net | PRG Parking Management, LLC (27910066) | 10/24/2013 |
| airportparkinglax.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| atlantahartsfieldparking.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| laxairpark.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| laxairportvalet.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| parkinglax.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| parkingspotlax.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| stlouisparkingspot.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| stlparkingspot.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| theparkingspotlax.com | PRG Parking Management, LLC (27910066) | 12/19/2013 |
| parkingspots.info | PRG Parking Management, LLC (27910066) | 12/20/2013 |
| parkatlanta.com | PRG Parking Management, LLC (27910066) | 1/16/2014 |
| parkingspottwo.com | PRG Parking Management, LLC (27910066) | 3/6/2014 |
| theparkingspot2.com | PRG Parking Management, LLC (27910066) | 3/6/2014 |
| theparkingspottwo.com | PRG Parking Management, LLC (27910066) | 3/6/2014 |
| parkinspot.com | PRG Parking Management, LLC (27910066) | 3/22/2014 |
| laxairportparking.com | PRG Parking Management, LLC (27910066) | 7/26/2014 |
| laxcarbarn.com | PRG Parking Management, LLC (27910066) | 7/26/2014 |
| theparkingspot.org | PRG Parking Management, LLC (27910066) | 8/9/2014 |
| xpresspark.com | PRG Parking Management, LLC (27910066) | 8/26/2014 |
| rapidairportparking.com | PRG Parking Management, LLC (27910066) | 9/10/2014 |
| onairportvalet.com | PRG Parking Management, LLC (27910066) | 9/11/2014 |
| theparkingspot.co.uk | PRG Parking Management, LLC (27910066) | 9/11/2014 |
| theparkingspot.info | PRG Parking Management, LLC (27910066) | 9/13/2014 |
| parkingspotsucks.com | PRG Parking Management, LLC (27910066) | 10/18/2014 |
| theparkingspotsucks.com | PRG Parking Management, LLC (27910066) | 10/18/2014 |
| tpssucks.com | PRG Parking Management, LLC (27910066) | 10/18/2014 |
| parkignspots.com | PRG Parking Management, LLC (27910066) | 12/3/2014 |
| theparkingsot.com | PRG Parking Management, LLC (27910066) | 12/3/2014 |
| parkingspot.com | PRG Parking Management, LLC (27910066) | 12/19/2014 |
| parkingspot.net | PRG Parking Management, LLC (27910066) | 2/6/2015 |
| theparkingspot.com | PRG Parking Management, LLC (27910066) | 3/26/2015 |
| theparkingspot.net | PRG Parking Management, LLC (27910066) | 4/7/2015 |
| dfwairportparking.com | PRG Parking Management, LLC (27910066) | 12/16/2015 |
| theparkingspot.us | PRG Parking Management, LLC (27910066) | 1/3/2016 |

EXHIBIT "D"

PATENTS

None.

EXHIBIT "E"
TRADEMARKS

| <u>Mark</u> | <u>Type of Registration</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|-----------------------------------|-----------------------------|----------------------------------|
| THEPARKINGSPOT (name and logo) | U.S. Supplemental Register | 2,351,007 | May 16, 2000 |
| THEPARKINGSPOT (name and logo) | U.S. Principal Register | 2,963,762 | June 28, 2005 |
| Spotted Design of Shuttle Van (black & white) | U.S. Principal Register | 2,873,215 | August 17, 2004 |
| Spotted Design of Shuttle Van (color) | Principal Register U.S. | 2,873,216 | August 17, 2004 |
| We Have Airport Parking Covered (tagline) | U.S. Principal Register | 3,309,364 | October 9, 2007 |
| Soft Hands Car Care (word) | U.S. Principal Register | 3,854,672 | September 28, 2010 |
| Soft Hands Car Care (name and logo) | U.S. Principal Register | 3,931,781 | March 15, 2011 |
| The Spot Club (word) | U.S. Pending | Application No. 85468560 | Filing Date: November 9, 2011 |
| THEPARKINGSPOT (name and logo) | Canada | TMA785,168 | December 17, 2010 |
| Spotted shuttle design-Canada | Canada | TMA764,482 | April 20, 2011 |

EXHIBIT "F"

EXCEPTIONS TO GRANTOR WARRANTIES

1. The Grantor has become aware that The Parking Strip Enterprises, Inc. is using the name "The Parking Strip" in Florida.
2. The Grantor has become aware that SkyPark Airport Parking is using certain trademarks and trade dress of the Grantor and the theparkingspot.ca domain name.
3. The Grantor has become aware that KidSpot Shuttle, LLC is using a spotted shuttle design.