900215541 02/23/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North Texas Tollway Authority		12/30/2010	a regional tollway authority and political subdivision of the State of Texas: TEXAS

RECEIVING PARTY DATA

Name:	Electronic Transaction Consultants Corporation
Street Address:	1705 North Plano Road
City:	Richardson
State/Country:	TEXAS
Postal Code:	75081
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2722515	RITE

CORRESPONDENCE DATA

Fax Number: (214)200-0853 214-651-5665 Phone:

ipdocketing@haynesboone.com Email:

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

via US Mail.

Correspondent Name: Haynes and Boone, LLP Address Line 1: 2323 Victory Avenue

Address Line 2: Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	24782.28
NAME OF SUBMITTER:	Randall E. Colson

REEL: 004723 FRAME: 0140

TRADEMARK

Signature:	/RandallEColson/
Date:	02/23/2012
Total Attachments: 3 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif	

TRADEMARK
REEL: 004723 FRAME: 0141

EXHIBIT D-2

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made effective as of December 30, 2010 (the "Effective Date"), by the North Texas Tollway Authority, a regional tollway authority and political subdivision of the State of Texas ("Assignor"), and Electronic Transaction Consultants Corporation, a Texas corporation ("Assignee").

RECITALS

WHEREAS, Assignor owns all right, title and interest in the trademark and related trademark registration therefore listed on the attached Exhibit A (the "Trademark"), and Assignor has agreed to assign all of its right, title and interest in and to the Trademark to Assignee; and

WHEREAS, Assignee desires to obtain, all right, title and interest in the Trademark.

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

- Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademark, all registrations and applications for registration of rights in the Trademark, the goodwill of the business symbolized by the Trademarks, and the right to sue for, settle or release any past, present or future infringement of the Trademark.
- Section 2. Assistance. The Assignor from time to time, at the request of Assignee and without further consideration, shall execute and deliver such further instruments of transfer and assignment and take such other actions as Assignee may reasonably require to more effectively deliver, transfer and assign to, and vest in, Assignee the Trademark.
- Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile, or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

[Signature page follows]

REEL: 004723 FRAME: 0142

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

North Texas Tollway Authority

Name: Hilen Clemson

Title: Executive Dinector

Electronic Transaction Consultants Corporation

By:____ Name:_

Title: Muraing Privile

Exhibit A

Trademark

Mark	U.S. Trademark Registration No.
rite	2,722,515