

**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)/Execution Date(s):**  
Trafficware, LLC

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other: limited liability company  
 Citizenship (see guidelines) Texas  
 Execution Date(s) March 7, 2012  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No  
 Name: Ally Commercial Finance LLC, as administrative agent  
Internal  
 Address: 1185 Avenue of the Americas, 2<sup>nd</sup> Floor  
 Street Address: \_\_\_\_\_  
 City: New York  
 State: New York  
 Country: USA Zip: 10036

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other limited liability company  Citizenship Delaware  
 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)

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Grant of Security Interest in Trademarks

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**  
 A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO  
 B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)  
 SEE SCHEDULE A ANNEXED HERETO

**5. Name address of party to whom correspondence concerning document should be mailed:**  
 Name: CT Lien Solutions  
Internal Address: Attn: Susan O'Brien  
Street Address: 187 Wolf Road, Suite 101  
 City: Albany  
 State: NY Zip: 12205  
 Phone Number: 800-342-3676  
 Fax Number: 800-962-7049  
 Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
 a. Credit Card Last 4 Numbers 1640  
 Expiration Date 10/13  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name: \_\_\_\_\_

**9. Signature:** John K. Sorock 3/8/12  
 Signature Date  
 Name of Person Signing John K. Sorock  
 Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$115.00 2452322

SCHEDULE A

TO

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Mark	Type of Mark	Status	Country	Registration No.	Registered Owner
TRAFFICWARE	Word Mark	Registered	United States of America	2,452,322	Trafficware, LLC
SYNCHRO	Word Mark	Registered	United States of America	2,277,968	Trafficware, LLC
SIMTRAFFIC	Word Mark	Registered	United States of America	2,279,263	Trafficware, LLC
SYNCHROGREEN	Word Mark	Registered	United States of America	3,852,591	Trafficware, LLC

## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 7, 2012, by TRAFFICWARE, LLC, a Texas limited liability company ("Grantor"), in favor of ALLY COMMERCIAL FINANCE LLC, a Delaware limited liability company, as administrative agent ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against all Trademarks (as defined in the Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks").
3. **LOAN AGREEMENT.** The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. **COUNTERPARTS.** This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.
5. **APPLICABLE LAW.** This Grant of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law).

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRAFFICWARE, LLC

By:         D. S. Judd        

Name: Damon S. Judd

Title: Vice President, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ALLY COMMERCIAL FINANCE LLC,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grant of Security Interest in  
Trademarks

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

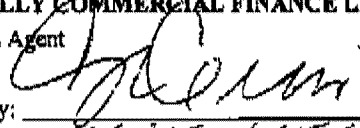
**TRAFFICWARE, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**ALLY COMMERCIAL FINANCE LLC,**

as Agent

By:   
Name: GEORGE KIECO  
Title: MANAGING DIRECTOR

Grant of Security Interest in Trademarks

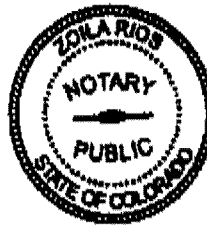
**TRADEMARK**  
**REEL: 004735 FRAME: 0330**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Colorado  
COUNTY OF Danver ) ss.:

On this 7<sup>th</sup> day of March, 2012, before me personally came Damon S. Judd, to me known, who being duly sworn, did depose and say, that s/he is the Vice President, Treasurer and Secretary of Trafficware, LLC, the entity described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the Board of Directors of said entity.

Moula Rios  
Notary Public



My Commission Expires March 30, 2014

Acknowledgment of Grantor to  
Grant of Security Interest in  
Trademarks

Schedule A

Mark	Type of Mark	Status	Country	Registration No.	Registered Owner
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