

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
ROADSAFE HOLDINGS, INC.		09/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	340 Madison Ave		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85096521	ROADSAFE	
Registration Number:	3652009	ROADSAFE TRAFFIC SYSTEMS LIFE ON THE ROAD	
Serial Number:	77814219	EVENTSAFE	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
Phone:	416.865.8244		
Email:	efan@torys.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:	Edward Fan, c/o Torys LLP		
Address Line 1:	Suite 3000, 79 Wellington St. W.		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	22764-2032		
NAME OF SUBMITTER:	Edward Fan		

OP \$90.00 85096521

Signature:	/Edward Fan/
Date:	03/20/2012
Total Attachments: 6 source=PNCRoadsafeTrademarkSecurityAgreement#page1.tif source=PNCRoadsafeTrademarkSecurityAgreement#page2.tif source=PNCRoadsafeTrademarkSecurityAgreement#page3.tif source=PNCRoadsafeTrademarkSecurityAgreement#page4.tif source=PNCRoadsafeTrademarkSecurityAgreement#page5.tif source=PNCRoadsafeTrademarkSecurityAgreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2011 is between RoadSafe Holdings, Inc. (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantors own the Marks (as hereinafter defined) listed on Schedule I annexed hereto;

WHEREAS, Grantors, ROADS SAFE TRAFFIC SYSTEMS, INC., a Delaware corporation, ROADS SAFE SERVICES, LLC, as Delaware limited liability company, FCSE DISSOLUTION CORP., a Delaware corporation, SE DISSOLUTION, LLC, a Delaware limited liability company, TRUTWIN ACQUISITION SUB, INC., a Delaware corporation, ROADS SAFE TRAFFIC, L.P., a Delaware limited partnership, CSW HOLDINGS, INC., a corporation organized under the laws of the State of Delaware ("CSW"), TISDALL LEASING, LLC, a Colorado limited liability company, and COLORADO STRIPE WRIGHT, LTD., a Colorado corporation, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantors have granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantors including all right, title and interest of Grantors in, to and under all Grantors' Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantors hereby grant to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being ~~herein~~ collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantors, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantors, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantors, and

any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantors in the United States or any foreign country (collectively, the “Marks”), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and


(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of September, 2011.

RoadSafe Holdings, Inc.

By: 
Name: DAVID MERRICK
Title: PRESIDENT

Acknowledged:
PNC Bank, National Association,

By: _____

Name:
Title:

IN WITNESS WHEREOF, Grantors has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of September, 2011.

RoadSafe Holdings, Inc.

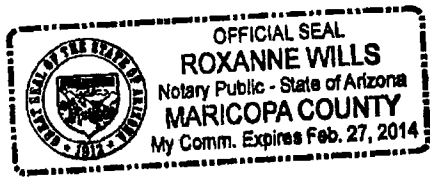
By: _____
Name:
Title:

Acknowledged:
PNC Bank, National Association,

By: Kaw Madigan
Name: Kaw Madigan
Title: SVP

STATE OF ARIZONA)
) ss.:
COUNTY OF Maricopa)


On the 28th day of September, 2011, before me personally came David Meisick to me personally known to be the person described in and who executed the foregoing instrument as President of RoadSafe Holdings, Inc. who being by me duly sworn, did depose and say that s/he is President of RoadSafe Holdings, Inc., the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that s/he signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.




Roxanne Wills
NOTARY PUBLIC

My commission expires: 2-27-2014

Schedule 1 to Trademark Security Agreement

<u>Mark</u>	<u>Owner</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Status</u>
<u>ROADSAFE</u>	<u>RoadSafe Holdings, Inc.</u>	<u>(85/096,521)</u>	<u>(7/30/2010)</u>	<u>Pending</u>
	<u>RoadSafe Holdings, Inc.</u>	<u>3,652,009</u>	<u>7/7/2009</u>	<u>Registered; Section 8 & 15 Declaration due 7/7/2015</u>

<u>Mark</u>	<u>Owner</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Status</u>
	<u>RoadSafe Holdings, Inc.</u>	<u>(77/814,219)</u>	<u>(8/27/2009)</u>	<u>Abandoned 7/13/2010</u>