

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freeport Financial LLC		06/27/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC		
Street Address:	1350 Avenue of the Americas, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0838755	OPTICOM	
Registration Number:	1119544	CANOGA CONTROLS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-3502		
Email:	sasmith@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2550 M Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	029186.0134		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		

OP \$65.00 0838755

TRADEMARK

Date:

06/28/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT ("Assignment") effective as of the 27 day of June, 2013 (the "Effective Date") by Freeport Financial LLC, as the existing agent for the Lenders under the Credit Agreement (as defined below) ("Current Agent") to Garrison Loan Agency Services LLC as the successor agent for the Lenders under the Credit Agreement (as defined below) ("New Agent").

WHEREAS, Global Traffic Technologies, LLC (the "Borrower") entered into that certain Trademark Security Agreement dated as of June 28, 2007 in favor of Current Agent (the "Trademark Security Agreement")

Current Agent, New Agent, Borrower and certain affiliates of Borrower have entered into documentation pursuant to which New Agent has replaced Current Agent as agent and collateral agent under that certain Credit Agreement dated as of June 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and under the security and other loan documents executed in connection therewith, including without limitation, the Trademark Security Agreement.

The parties wish to enter into this Assignment to evidence the assignment by Current Agent to New Agent of all of Current Agent's rights and obligations under the Trademark Security Agreement.


NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Assignment. Effective as of the date hereof, Current Agent hereby assigns, transfers and conveys to New Agent, and New Agent hereby accepts, all of Current Agent's right, title and interest in and to the Trademark Security Agreement. From and after the date hereof, New Agent shall be a party to the Trademark Security Agreement and shall have all the rights of "Agent" thereunder.
2. Trademark Collateral. A true, correct and complete list of the Trademark Collateral (as defined in the Trademark Security Agreement) is set forth on Schedule I hereto.
3. Effect of Agreement. Each of the parties hereto acknowledges that the Trademark Security Agreement, as assigned and modified hereby, remains in full force and is in all respects ratified, confirmed and approved.
4. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Assignment may be executed by facsimile signature or portable document format signature and a facsimile signature or portable document format signature shall constitute an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS, WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

FREEPORT FINANCIAL LLC
("Current Agent")

By: 
Name: _____
Title: _____

GARRISON LOAN AGENCY SERVICES LLC
("New Agent")

By: _____
Name: _____
Title: _____

IN WITNESS, WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

FREEPORT FINANCIAL LLC
("Current Agent")

By: _____
Name: _____
Title: _____

GARRISON LOAN AGENCY SERVICES LLC
("New Agent")

By: _____
Name: BRIAN CHASE
Title: CHIEF FINANCIAL OFFICER

Trademark Collateral

[See Attached]

SCHEDULE 1
to
Trademark Security Agreement

Trademark	Country	Application	Application Date	Registration	Registration Date	Status
OPTICOM	UNITED STATES	247704	6/9/1966	838755	11/14/1967	Registered
CANOGA CONTROLS	UNITED STATES	132682	7/5/1977	1119544	5-Jun-1979	Registered

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