

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRB Systems, LLC		03/17/2014	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North Shore Community Bank & Trust Company		
<b>Street Address:</b>	190 South LaSalle Street, 22nd Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	State Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2274977	SITEWATCH	
<b>Registration Number:</b>	1577490	CARWATCH	
<b>Registration Number:</b>	1665724	TUNNELWATCH	
<b>Registration Number:</b>	1734433	PROFIT WATCH	
<b>Registration Number:</b>	3153589	DRB SYSTEMS, INC.	
<b>Registration Number:</b>	3407988	FASTPASS	
<b>Registration Number:</b>	3433475	AUTOMATIC RECHARGE MODULE	
<b>Registration Number:</b>	3565453	ARM	
<b>Registration Number:</b>	3778483	WEATHER RESISTANT REVENUE	
<b>Registration Number:</b>	3383548	XPRESS PAY TERMINAL	
<b>Registration Number:</b>	3452487	XPT	
<b>Registration Number:</b>	4094192	XPRESS CARD CLEARING	
<b>Registration Number:</b>	3929950	STATWATCH	
<b>Registration Number:</b>	4081288	SOCIAL CIRCLE	
<b>Registration Number:</b>	4272915	INDUSTRYWATCH	
<b>Registration Number:</b>	4389251	CARPICS	
<b>Registration Number:</b>	4485221	SMARTCODES	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 2274977

**Fax Number:** 3124996701

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

**Phone:** (312) 499-6700

**Email:** tapatterson@duanemorris.com

**Correspondent Name:** Brian P. Kerwin

**Address Line 1:** 190 South LaSalle Street, Suite 3700

**Address Line 2:** Duane Morris LLP

**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	G1198-00001
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<b>NAME OF SUBMITTER:</b>	Brian P. Kerwin
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<b>SIGNATURE:</b>	/Brian P. Kerwin/
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<b>DATE SIGNED:</b>	04/10/2014
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**Total Attachments: 8**

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**CONFIRMATORY GRANT  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of March 17, 2014, is made by **DRB SYSTEMS, LLC**, an Ohio limited liability company (“**Borrower**”), in favor of **NORTH SHORE COMMUNITY BANK & TRUST COMPANY**, an Illinois state chartered bank (together with its successors and assigns, “**Lender**”).

**RECITALS**

WHEREAS, Borrower, **DRB HOLDING LLC**, a Delaware limited liability company (“**Parent**”), and Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the “**Loan Agreement**”), which provides (i) for Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Lender of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement and the other Financing Agreements shall govern.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Obligations**”), Borrower hereby confirms its grant to Lender of a continuing security interest in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender’s security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Lender shall execute and deliver any document reasonably requested by Borrower, at Borrower’s sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Lender.

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's obligations hereunder without the prior written consent of Lender.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower.

10. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS SECURITY AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

DRB SYSTEMS, LLC

By: *a. P. Danielak*  
Name: Anthony P. Danielak  
Its: Vice President

Agreed and Accepted:

**NORTH SHORE COMMUNITY BANK  
& TRUST COMPANY**

By: \_\_\_\_\_  
Name:  
Its:

Confirmatory Grant of Security Interest in Intellectual Property

**TRADEMARK  
REEL: 005258 FRAME: 0229**

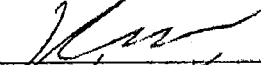
IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Lender, as of the date first written above.

**DRB SYSTEMS, LLC**

By: \_\_\_\_\_  
Name:  
Its:

Agreed and Accepted:

**NORTH SHORE COMMUNITY BANK  
& TRUST COMPANY**

By:   
Name: Kam Kwess  
Its: Vice President

Confirmatory Grant of Security Interest in Intellectual Property

EXHIBIT A

PATENTS

Patent No.: US 6,402,030 B1

Date of Patent: June 11, 2002



**EXHIBIT B**  
**TRADEMARKS**

<b>DocketNumber</b>	<b>Country</b>	<b>Status</b>	<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Next Renewal Due</b>
DRBS 501871US01	USA	REGISTERED	SITWATCH	75/395,195	24-Nov-97	2,274,977	31-Aug-99	31-Aug-19
DRBS 500008US01	USA	REGISTERED	CARWATCH	73/794,708	21-Apr-89	1,577,490	16-Jan-90	11-Apr-16
DRBS 500007US01	USA	REGISTERED	TUNNELWATCH	74/117,004	20-May-90	1,665,724	26-Nov-91	26-Nov-21
DRBS 500006OHU1	USA	REGISTERED	PROFIT WATCH	74/015,397	02-Jan-90	1,734,433	24-Nov-92	24-Nov-22
DRBS 500014US01	USA	REGISTERED	DRB SYSTEMS, INC.	78/714,636	16-Sep-05	3,153,589	10-Oct-06	10-Oct-16
DRBS 500017US01	USA	REGISTERED	FASTPASS	77/083,158	15-Jan-07	3,407,988	08-Apr-08	08-Apr-18
DRBS 500018US01	USA	REGISTERED	AUTOMATIC RECHARGE MODULE	77/172,146	03-May-07	3,433,475	20-May-08	20-May-18
DRBS 500019US01	USA	REGISTERED	ARM	77/246,392	03-Aug-07	3,565,453	20-Jan-09	20-Jan-19
DRBS 500021US01	USA	REGISTERED	WEATHER RESISTANT REVENUE	77/193,404	30-May-07	3,778,483	20-Apr-10	20-Apr-20
DRBS 500022US01	USA	REGISTERED	XPRESS PAY TERMINAL	77/217,103	27-Jun-07	3,383,548	12-Feb-08	12-Feb-18
DRBS 500028US01	USA	REGISTERED	XPT	77/226,200	10-Jul-07	3,452,487	24-Jun-08	24-Jun-18
DRBS 500029US01	USA	REGISTERED	XPRESS CARD CLEARING	77/930,216	08-Feb-10	4,094,192	31-Jan-12	31-Jan-22
DRBS 500031US01	USA	REGISTERED	STATWATCH	77/936,198	16-Feb-10	3,929,950	08-Mar-11	08-Mar-21
DRBS 500032US01	USA	FILED	SOCIAL CIRCLE	85/248,347	22-Feb-11	4,081,288	03-Jan-12	03-Jan-22
DRBS500033 Us01	USA	FILED	INDUSTRYWATCH	85/344,362	13-Jun-11	4,272,915	08-Jan-13	08-Jan-23
DRBS 500035US01	USA	FILED	CARPICS	85/631,911	22-05-12	4,389,251	20-Aug-13	20-Aug-23
	USA	REGISTERED	SMARTCODES	86/012,809	17-Jul-13	4,485,221	18-Feb-14	18-Feb-24

EXHIBIT C  
COPYRIGHTS

None.