

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTL RCL, LLC		01/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RCL, LLC		
Street Address:	(formerly Railroad Controls, L.L.C.)		
Internal Address:	7471 Benbrook Parkway		
City:	Benbrook		
State/Country:	TEXAS		
Postal Code:	76126		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2657632	RCL RAILROAD CONTROLS LIMITED	
Registration Number:	2531222	RCL	
Registration Number:	2562842	RAILROAD CONTROLS LIMITED	
Registration Number:	2526598	AHS	
Registration Number:	2699335	RCL RAILROAD CONTROLS LIMITED	
CORRESPONDENCE DATA			
Fax Number:	2149993119		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149994583		
Email:	jmay@gardere.com		
Correspondent Name:	JOHN J. MAY		
Address Line 1:	GARDERE WYNNE SEWELL, LLP		
Address Line 2:	1601 ELM STREET, SUITE 3000		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	117972-3000 JJM/KB		
NAME OF SUBMITTER:	JOHN J. MAY		

OP \$140.00 2657632

SIGNATURE:	/John J. May/
DATE SIGNED:	02/18/2015
Total Attachments: 6 source=Release of IP Security Interests#page1.tif source=Release of IP Security Interests#page2.tif source=Release of IP Security Interests#page3.tif source=Release of IP Security Interests#page4.tif source=Release of IP Security Interests#page5.tif source=Release of IP Security Interests#page6.tif	

RELEASE OF IP SECURITY INTERESTS

This RELEASE OF IP SECURITY INTERESTS ("Release"), is made and effective as of January 31, 2015 and granted by GTL RCL, LLC, a Delaware limited liability company, located at Scotia Plaza, Suite 4900, 40 King Street West, Toronto, Ontario M5H3Y2 (the "Collateral Agent"), as collateral agent for the secured parties under the Loan Agreement referred to below (the "Secured Parties"), in favor of RCL, L.L.C. (formerly Railroad Controls, L.L.C.), a Tennessee limited liability company and Railroad Controls, L.P., a Texas limited partnership, each located at 7471 Benbrook Parkway, Benbrook, Texas 76126 (each a "Grantor" and collectively, the "Grantors").

WHEREAS, RCL Services Group, LLC (the "Borrower") entered into a Second Lien Term Loan and Security Agreement dated December 22, 2009 (the "Loan Agreement"), with the Collateral Agent, Grantors, certain affiliates of Grantors, and the lenders as parties thereto;

WHEREAS, in connection with the Loan Agreement, RCL, L.L.C. executed and delivered to the Collateral Agent the Patent Security Agreement dated December 22, 2009, (the "Patent Security Agreement");

WHEREAS, in connection with the Loan Agreement, Grantors executed and delivered to the Collateral Agent the Trademark Security Agreement dated December 22, 2009, (the "Trademark Security Agreement");

WHEREAS, pursuant the Patent Security Agreement, RCL, L.L.C. pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in, a second priority lien upon, and right of set-off against all of RCL, L.L.C.'s right, title and interest in, to and under the Patent Collateral (as defined below);

WHEREAS, pursuant the Trademark Security Agreement, Grantors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in, a second priority lien upon, and right of set-off against all of each Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office at Reel: 023741/Frame: 0848 on January 7, 2010;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel: 004129/Frame: 0677 on January 12, 2010; and

WHEREAS, Grantors have requested that the Collateral Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Patent Collateral pursuant to the Patent Security Agreement and the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Definition. The term "Patent Collateral," as used herein, shall mean, all of Grantor's right, title and interest in, to and under the following (collectively, the "Patent Collateral"):

(a) all of RCL, L.L.C.'s patents, patent rights and patent applications, including those referred to on Schedule I hereto, now owned or hereafter arising or acquired;

(b) all reissues, continuations, continuations-in-part or extensions of the foregoing;

(c) all rights to sue for past, present or future infringement of any of the foregoing;
and

(d) all proceeds and products of the foregoing.

2. Definition. The term "Trademark Collateral," as used herein, shall mean, all of each Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

(a) all of each Grantor's trademarks, trademark registrations, trademark rights and trademark applications, including those referred to on Schedule II hereto, now owned or hereafter arising or acquired;

(b) all rights to sue for past, present or future infringement of any of the foregoing;
and

(c) all proceeds and products of the foregoing.

3. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Patent Collateral and the Trademark Collateral, and all other right, title, and interest in and to the Patent Collateral and the Trademark Collateral and reassigns to Grantors any and all such right, title and interest that it may have in the Patent Collateral and the Trademark Collateral.

4. Recordal. This Release shall be recorded in the United States Patent and Trademark Office against the Patent Collateral and the Trademark Collateral;

5. Further Assurances. Collateral Agent agrees to execute, acknowledge, procure and deliver to Grantors any and all further documents or instruments and do any and all further acts which Grantors (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantors' (or its assignee's) right, title and interest in and to the Patent Collateral and the Trademark Collateral.

6. Counterparts. This Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Release.


7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GTL RCL, LLC,
as Collateral Agent

By:


Matthew Segal,
Manager

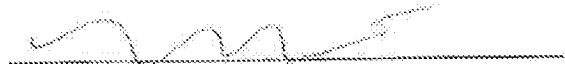
Address for Notices:
333 Bay Street, Suite 1640
Toronto, Ontario, Canada M5H 2R2

AFFIDAVIT

CANADA)
PROVINCE OF ONTARIO)
CITY OF TORONTO)

BEFORE ME, the undersigned notary public, on this day personally appeared MATTHEW SEGAL, to me known, who, being by me duly sworn according to law, did depose and say that he is the Manager of GTL RCL, LLC, the Delaware limited liability company described and which executed the foregoing instrument; that he signed his name thereto as Manager of said GTL RCL, LLC.

SUBSCRIBED AND SWORN TO BEFORE ME, this 29th day of Jan,
2015.

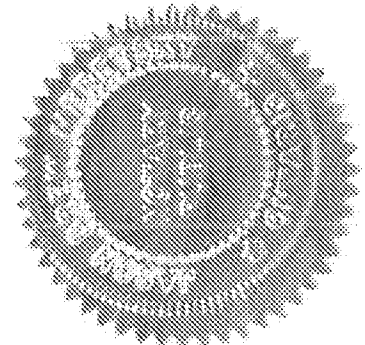


Notary Public

Printed Name of Notary: JANET MCROSKY

My commission expires:

DOES NOT EXPIRE
LOVE # 38354K



Schedule I

PATENTS AND PATENT APPLICATIONS

PENDING U.S. PATENT APPLICATIONS

None.

ISSUED U.S. PATENTS

Title	Patent No.	Filing Date	Issue Date
Automated Railroad Crossing Warning System	6,457,682 B2	December 6, 2000	October 1, 2002

Schedule II

TRADEMARKS AND REGISTRATIONS

TRADEMARK	REGISTRATION NO.	RENEWAL DATE
	2,657,632	12/10/2022
RCL	2,531,222	1/22/2022
RAILROAD CONTROLS LIMITED	2,562,842	4/23/2022
AHS	2,526,598	1/8/2022
	2,699,335	3/25/2023