

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SP Plus Corporation		02/20/2015	CORPORATION: DELAWARE
USA Parking System, Inc.		02/20/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	IL4-135-05-41		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4548696	SP+	
Registration Number:	4548699	SP+	
Registration Number:	4548698	INNOVATION IN OPERATION	
Serial Number:	86186256	SP+ UNIVERSITY	
Serial Number:	86472856	SP+ INSTATRAC	
Serial Number:	86486538	EASY PARK LAX	
Serial Number:	86348344	SP+ GAMEDAY	
Serial Number:	86348319	SP+ GAMEDAY	
Registration Number:	4622076	USA PARKING TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		

OP \$240.00 4548696

TRADEMARK

Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	017625.004911
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	02/23/2015
Total Attachments: 6 source=Executed Patent and Trademark Security Agreement - SP Plus#page1.tif source=Executed Patent and Trademark Security Agreement - SP Plus#page2.tif source=Executed Patent and Trademark Security Agreement - SP Plus#page3.tif source=Executed Patent and Trademark Security Agreement - SP Plus#page4.tif source=Executed Patent and Trademark Security Agreement - SP Plus#page5.tif source=Executed Patent and Trademark Security Agreement - SP Plus#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 20, 2015, by and among the parties identified as "Grantors" on the signature pages hereto and such other parties as may become Grantors hereunder after the date hereof (individually a "Grantor", and collectively the "Grantors") and BANK OF AMERICA, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent").

RECITALS

A. SP Plus Corporation, a Delaware corporation (the "Company"), has entered into the Amended and Restated Credit Agreement dated as of February 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (collectively, the "Lenders") and Bank of America, N.A. as the Administrative Agent to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company. All capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

B. The Company and the Guarantors have entered into the Amended and Restated Guaranty and Collateral Agreement dated as of February 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and to the other holders of the Secured Obligations are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of itself and the other holders of the Secured Obligations, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Administrative Agent and the other holders of the Secured Obligations, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof; to secure the payment of the Secured Obligations.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Administrative Agent and the other holders of the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following:

- (1) each Trademark, including each Trademark application, and each Trademark License referred to in Schedule 1 annexed hereto, together with any renewals thereof and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Trademark or Trademark License referred to in Schedule 1 annexed hereto, including any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items 1 and 2 being herein collectively referred to as the "Trademark Collateral");

- (3.) each Patent, including each Patent application, and each Patent License referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof; and
- (4.) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent or Patent License referred to in Schedule 2 annexed hereto, including any Patent issued pursuant to a Patent application referred to in Schedule 2 (items 3 and 4 being herein collectively referred to as the "Patent Collateral").

Notwithstanding anything to the contrary contained herein, the terms Trademark Collateral and Patent Collateral shall not include any Excluded Property. For the avoidance of doubt and notwithstanding anything to the contrary contained herein, Schedule 1 and Schedule 2 shall only list Trademark Collateral and Patent Collateral arising under the laws of the United States and registered or applied for in the United States Patent and Trademark Office.

This security interest secures the Secured Obligations and is supplemental to and is granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provision of this Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

[Signature Pages Follow]

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTORS:

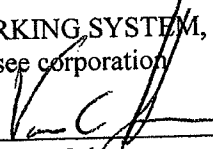
SP PLUS CORPORATION,
a Delaware corporation

By:  _____

Name: Vance Johnston

Title: Executive Vice President, Chief Financial
Officer and Treasurer

USA PARKING SYSTEM, INC.,
a Tennessee corporation

By:  _____

Name: Vance Johnston

Title: Executive Vice President and Chief Financial
Officer

SP PLUS CORPORATION
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005464 FRAME: 0036

Acknowledged and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: **Roberto Salazar**
Title: **Vice President**

SP PLUS CORPORATION
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005464 FRAME: 0037

SCHEDULE 1

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

**SP Plus Corporation
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
SP+	4548696	06/10/14
SP+ and Design	4548699	06/10/14
INNOVATION IN OPERATION	4548698	06/10/14

Pending Applications

Mark	Appl. No.	Filing Date
SP+ UNIVERSITY	86186256	02/06/14
SP+ INSTATRAC	86472856	12/05/14
EASY PARK LAX	86486538	12/19/14
SP+ GAMEDAY and Design	86348344	07/25/14
SP+ GAMEDAY	86348319	07/25/14

**USA Parking System, Inc.
(Tennessee Corporation)**

U.S. Trademark

Registered Mark

Mark	Reg. No.	Reg. Date
USA PARKING TECHNOLOGY and Design	4622076	10/14/14

SCHEDULE 2

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.