

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356324

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Patents and Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		09/25/2015	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SP Plus Corporation		
<b>Street Address:</b>	200 East Randolph Street		
<b>Internal Address:</b>	Suite 7700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Allright Corporation		
<b>Street Address:</b>	2401 21st Avenue South		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37212		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Central Parking Corporation		
<b>Street Address:</b>	2401 21st Avenue South		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37212		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>Name:</b>	Kinney System, Inc.		
<b>Street Address:</b>	60 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION: DELAWARE		

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<b>Name:</b>	Central Parking System, Inc.
<b>Street Address:</b>	2401 21st Avenue South
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37212
<b>Entity Type:</b>	CORPORATION: TENNESSEE
<b>Name:</b>	USA Parking System, Inc.
<b>Street Address:</b>	2401 21st Avenue South
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37212
<b>Entity Type:</b>	CORPORATION: TENNESSEE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4352358	KNOW BEFORE YOU GO
Registration Number:	4153268	CLICK AND RIDE COM
Registration Number:	3004992	YOUR SPACE IS READY WHEN YOU ARE
Registration Number:	3711850	CNP>R
Registration Number:	4056625	CLICK AND RIDE
Registration Number:	3783239	CLICK AND PARK
Registration Number:	3783140	CLICK AND PARK COM

**CORRESPONDENCE DATA**

**Fax Number:** 9192868199  
*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.*  
**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  
**Address Line 4:** MORRISVILLE, NORTH CAROLINA 27560

<b>ATTORNEY DOCKET NUMBER:</b>	017625-4911
<b>NAME OF SUBMITTER:</b>	John E. Slaughter
<b>SIGNATURE:</b>	/John E. Slaughter/
<b>DATE SIGNED:</b>	09/25/2015

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**, dated as of September 25, 2015 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") pursuant to that certain Amended and Restated Credit Agreement dated as of February 20, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), in favor of the parties identified as "Grantors" on the signature pages hereto (each a "Grantor", and collectively, the "Grantors").

**WHEREAS**, pursuant to that certain Amended and Restated Guaranty and Collateral Agreement dated as of February 20, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Collateral Agreement") by and among the Grantors party thereto and the Administrative Agent and the Patent and Trademark Security Agreement dated as October 2, 2012 ("IP Security Agreement", collectively with the Collateral Agreement, the "Security Agreements") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the Administrative Agent and the other holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, all right, title and interest of such Grantor in, to, and under the Patent Collateral and Trademark Collateral (as defined in the IP Security Agreement); and

**WHEREAS**, the Patent and Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on October 18, 2012 at Reel 029150 Frame 0935 and October 18, 2012 at Reel 4883 Frame 0667.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantors agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreements, as applicable.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantors' right, title, and interest in and to solely the Patent Collateral and Trademark Collateral listed on Schedule A attached hereto (the "Specified Collateral"), granted pursuant to the Security Agreements; and

(b) authorizes the recordation of this Release with the USPTO at Grantors' expense.

**SECTION 3. Representations and Warranties; No Default or Event of Default.** The Grantors hereby represent and warrant that (a) the assignment of the Specified Collateral is permitted under the Credit Agreement and (b) no Event of Default has occurred and is continuing or would result from the assignment of the Specified Collateral. The Grantors acknowledge and agree that any representation or warranty made in this Release that is false or misleading in any material respect shall be an Event of Default under the Credit Agreement.

**SECTION 4. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents and Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Agreed  
as of the date first written above:

Grantors:

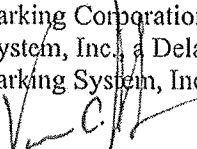
SP Plus Corporation

By:  \_\_\_\_\_

Name: Vance Johnston

Title: Executive Vice President, Chief Financial Officer and  
Treasurer

Allright Corporation, a Delaware corporation,  
Central Parking Corporation, a Tennessee corporation,  
Kinney System, Inc., a Delaware corporation, and  
Central Parking System, Inc., a Tennessee corporation

By:  \_\_\_\_\_

Name: Vance Johnston

Title: Executive Vice President, Chief Financial Officer and  
Treasurer of each of the foregoing

USA Parking System, Inc., a Tennessee corporation

By:  \_\_\_\_\_

Name: Vance Johnston

Title: Executive Vice President and Chief Financial Officer

TRADEMARK

REEL: 005630 FRAME: 0535

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents and Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent



By: \_\_\_\_\_

Name: Roberto Salazar

Title: Vice President

Acknowledged and Agreed  
as of the date first written above:

**Grantors:**

SP Plus Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Allright Corporation, a Delaware corporation,  
Central Parking Corporation, a Tennessee corporation, Kinney  
System, Inc., a Delaware corporation,  
Central Parking System, Inc., a Tennessee corporation, and  
USA Parking System, Inc., a Tennessee corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Schedule A

Issued Patent

Title	Patent No.	Issue Date
WEB-BASED PARKING AND TRAFFIC MANAGEMENT SYSTEM AND METHOD	7941337	05/10/11

Registered Marks

Mark	Reg. No.	Reg. Date
KNOW BEFORE YOU GO	4352358	06/18/13
CLICK AND RIDE.COM and Design	4153268	06/05/12
YOUR SPACE IS READY WHEN YOU ARE	3004992	10/04/05
CNP>R	3711850	11/17/09
CLICK AND RIDE	4056625	11/15/11
CLICK AND PARK	3783239	05/04/10
CLICK AND PARK.COM and Design	3783140	05/04/10

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