

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Lanier Holdings, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
Lanier Parking Holdings, Inc.		01/29/2016	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road		
Internal Address:	4th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4510353	GREENCOAT AUTO CONCIERGE	
Registration Number:	4087169	AMERIPARK	
Registration Number:	4087170	AMERIPARK	
Registration Number:	2540956	AIR VALET	
Registration Number:	4497759	BIKESPOT	
Registration Number:	4331903	PRISM	
Registration Number:	4073242	LANIER PARKING	
Registration Number:	4073243	LANIER PARKING	
Registration Number:	4866912	PK1 PARK ONE	
Serial Number:	86620377	PARK ONE	
CORRESPONDENCE DATA			
Fax Number:	4045235300		
<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:	4045235300		
Email:	rjk@phrd.com		
Correspondent Name:	Parker Hudson Rainer & Dobbs LLP PHRD		

CH \$265.00 4510353

Address Line 1: 303 Peachtree Street NE, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 3678-62

NAME OF SUBMITTER: Bobbi Accord Noland

SIGNATURE: /ban/

DATE SIGNED: 02/01/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**IP Security Agreement**") dated as of January 29, 2016, is made by **CITIZENS LANIER HOLDINGS, LLC**, a Delaware limited liability company ("**Parent**"), **LANIER PARKING HOLDINGS, INC.**, a Georgia corporation ("**Lanier**"), and certain of their Subsidiaries from time to time party hereto as grantors (such Subsidiaries, together with Parent and Lanier, collectively, the "**Grantors**" and each a "**Grantor**") in favor of **SUNTRUST BANK**, a Georgia banking corporation (together with its successors and assigns, the "**Lender**").

RECITALS:

WHEREAS, pursuant to that certain Revolving Credit Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**") by and among Parent, Lanier, the other Grantors and certain Subsidiaries of Parent and Lanier from time to time party thereto as borrowers (collectively, the "**Borrowers**" and each a "**Borrower**"), the Lender has agreed to make certain financial accommodations available to such Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and the other Loan Documents and to extend the Loans thereunder, to induce the Bank Product Providers to enter into the Bank Product Agreements, and to induce the Lender and the Bank Product Providers to make financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents and the Bank Product Agreements, each Grantor has agreed to grant to the Lender, for itself and for the benefit of the Bank Product Providers, a continuing security interest in and to the Collateral pursuant to (i) that certain Security Agreement dated as of the date hereof in favor of the Lender (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), and (ii) this Agreement, in each case in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations; and

WHEREAS, the Lender has agreed to act as agent for the benefit of the Bank Product Providers in connection with the transactions contemplated by the Credit Agreement and this Agreement, and with respect to the security interest in the Intellectual Property granted hereunder, as security for the Secured Obligations; and

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

1. Incorporation of Credit Agreement. The Credit 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 (including in the preamble and recitals hereof)

shall have the same meanings herein as in the Credit Agreement (including Schedule 1.1 thereto); provided, however, that the following terms shall have the meanings given them in the Security Agreement: "Copyrights," "Intellectual Property," "Intellectual Property Licenses," "Patents," "Secured Obligations" and "Trademarks."

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the Secured Obligations, each Grantor hereby grants to and in favor of the Lender, for its benefit and for the benefit of each of the Bank Product Providers, a perfected security interest and lien having priority over all other security interests and Liens (other than pursuant to the Term Loan Intercreditor Agreement), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of such Grantor's right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired.

3. Representations and Warranties. Each Grantor hereby represents and warrants to the Lender, which representations and warranties shall survive the execution and delivery of this IP Security Agreement, that as of the date hereof:

(i) Exhibit A hereto lists all Intellectual Property which is registered or for which an application for registration is pending that is owned by such Grantor and all Intellectual Property Licenses to which such Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark. Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Intellectual Property free and clear of any Liens, except for any applicable Permitted Liens; and

(ii) Such Grantor is duly authorized to execute and deliver this IP Security Agreement and perform its terms, this IP Security Agreement has been executed and delivered by a duly authorized officer of such Grantor, and this IP Security Agreement is a legally valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally and to general principles of equity.

4. Restrictions on Future Agreements. Each Grantor agrees that, until all Secured Obligations shall have been paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated, such Grantor shall not, without the prior written consent of the Lender, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property, except as expressly permitted under the Credit Agreement and the Security Agreement (including, without limitation, with respect to Permitted Liens), and each Grantor further agrees that it shall comply with the covenants set forth in Section 6(g) of the Security Agreement.

5. New Intellectual Property. If, before all Secured Obligations shall have been paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated, any Grantor shall (i) become aware of any existing material Intellectual Property of which such Grantor has not previously informed the Lender, (ii) obtain

rights to any new Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and such Grantor shall comply with Section 6(g) of the Security Agreement (and the notice requirement set forth therein). Provided the Lender gives written notice to the Administrative Borrower, as agent for each of the Grantors, each Grantor hereby authorizes the Lender to modify this IP Security Agreement by amending Exhibit A to include any such Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable. Upon the Lender's reasonable request, each Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve the Lender's interest in all Intellectual Property added to Exhibit A pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this IP Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) such time as the Secured Obligations have been paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Lender of all Intellectual Property shall be worldwide and as extensive as the rights of such Grantor to use such Intellectual Property, and without any liability for royalties or other related charges from the Lender to such Grantor. Upon the occurrence and during the continuance of any Event of Default, each Grantor hereby authorizes: (a) the Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to the Lender as assignee of such Grantor's entire interest therein; (b) the Register of Copyrights, U.S. Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to the Lender as assignee of such Grantor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to the Lender as assignee of such Grantor's entire interest therein and in the goodwill of such Grantor's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Each Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under and pursuant to the Credit Agreement (or the Security Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. The Lender shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement (and the Security Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the UCC as enacted in the State of New York.

8. Release of IP Security Agreement. Upon such time as the Secured Obligations are paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated, this IP Security Agreement shall terminate, and the Lender shall execute and deliver any document reasonably requested by any Grantor, at such Grantor's sole cost and expense, as shall be necessary or advisable to evidence termination of the security interest granted by such Grantor to the Lender hereunder.

9. Expenses. All reasonable out-of-pocket costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by each Grantor, on a joint and several basis. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including expenses incurred in accordance with Section 2.5 of the Credit Agreement by the Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any Taxes (other than Excluded Taxes), maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by each Grantor, on a joint and several basis, on demand by the Lender and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the default rate of interest set forth in the Credit Agreement.

10. Duties of the Grantors. Each Grantor shall have the duty to the extent commercially reasonable and in such Grantor's good faith business judgment: (i) to file and prosecute diligently any Patent or Trademark applications pending as of the date hereof or hereafter that are material to such Grantor's business or necessary for the conduct of such Grantor's business, (ii) to make application on unpatented but patentable inventions and on Trademarks that are material to such Grantor's business or necessary for the conduct of such Grantor's business, and (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of such Grantor in its Trademarks). Any and all costs and expenses incurred in connection with any Grantor's obligations under this Section 10 shall be borne by such Grantor. Each Grantor shall comply with Section 6(g) of the Security Agreement with respect to the abandonment of any Intellectual Property.

11. Lender's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if the Lender shall commence any such suit, each Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by the Lender in aid of such enforcement (including being named as a party to such suit) and each Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all reasonable out-of-pocket costs and expenses incurred by the Lender in accordance with Section 2.5 of the Credit Agreement in the exercise of its rights under this Section 11 in accordance with and pursuant to any limitations set forth in Section 10.3 of the Credit Agreement.

12. Waivers. No course of dealing between any of the Grantors, on the one hand, and the Lender, on the other hand, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this IP Security Agreement 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 IP Security Agreement in any jurisdiction.

14. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except (i) as specifically provided in Section 5 hereof, or (ii) by a writing signed by each Grantor and the Lender.

15. Cumulative Remedies; Power of Attorney. All of the Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement (or the Security Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes the Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as the Lender deems to be in the best interest of the Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. This power of attorney being coupled with an interest shall be irrevocable until all Secured Obligations shall have been paid in full in accordance with the provisions of the Credit Agreement and the Commitments have expired or have been terminated.

16. Indemnification. Each Grantor, jointly and severally, hereby agrees to and shall defend, indemnify, save, and hold the Lender and its officers, directors, employees, managers, affiliates, attorneys and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this IP Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses in any way suffered, incurred, or paid by the Lender as a result of or in any way arising out of, following, or consequential to this IP Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by the Lender solely as a result of its willful misconduct or gross negligence as finally determined in a non-appealable judicial proceeding, and otherwise in accordance with and pursuant to any limitations set forth in Section 10.3 of the Credit Agreement. The indemnification obligations of each Grantor provided hereby shall survive the termination of this IP Security Agreement and the Credit Agreement.

17. Binding Effect; Benefits. This IP Security Agreement shall be binding upon each Grantor and its respective successors and permitted assigns, and shall inure to the benefit of the Lender, its successors, nominees and assigns; provided, however, no Grantor shall assign this IP Security Agreement or any of such Grantor's obligations hereunder without the prior written consent of the Lender.

18. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles.

19. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts 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.

20. Further Assurances. Each Grantor agrees to promptly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Lender shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Each Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Lender with the U.S. Patent and Trademark Office and, if applicable, the U.S. Copyright Office or Library of Congress, at the sole cost and expense of the Grantors.

21. Survival of Representations. All representations and warranties of each Grantor contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement and shall be remade as true and correct in all material respects (provided that if any representation or warranty is by its terms qualified by concepts of materiality, such representation or warranty shall be true and correct in all respects) on the date of each borrowing under the Credit Agreement.

22. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS IP SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS LOCATED IN THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK OR, AT THE SOLE OPTION OF THE LENDER, IN ANY OTHER COURT IN WHICH THE LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) **TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION, EACH GRANTOR AND THE LENDER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS IP SECURITY AGREEMENT. EACH GRANTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.**

[Remainder of page intentionally left blank;
signatures appear on the following pages]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

CITIZENS LANIER HOLDINGS, LLC
LANIER PARKING HOLDINGS, INC.
AMERIPARK, LLC
PARK ONE OF FLORIDA, LLC
ATLANTA VALET PARKING, INC.
TFRB, LLC
AMERI-LEASE SERVICES, LLC
LANIER PARKING SOLUTIONS I, LLC
LANIER PARKING SOLUTIONS II, LLC
LANIER PARKING SOLUTIONS IV, LLC
LANIER PARKING SOLUTIONS V, LLC
LANIER PARKING SYSTEMS OF DURHAM, LLC
LANIER SHUTTLE AND VALET INC.
LPS OF AMERICA, INC.
LPS USA, INC.
LPS SERVICES, INC.
MIDTOWN LANIER PARKING, INC.
LANIER PARKING METER SERVICES, LLC

By: 
Name: Brian Dubay
Title: Chief Financial Officer

Agreed and Accepted
as of January __, 2016.

SUNTRUST BANK

By: W. G. Sykes
Name: William GYKES
Title: DIRECTOR

**EXHIBIT A
INTELLECTUAL PROPERTY**

1. **Patents**

None.

2. **Copyrights**

Park One:

Park One VTS

Registration Number: Txu001658231/2010-03-02

3. **Intellectual Property Licenses**

None.

4. **Trademarks**

Grantor	Mark	Status	Application Date	Application Number	Registration Date	Registration Number
AMERIPARK, LLC	GREENCOAT AUTO CONCIERGE	Registered	App 22-AUG-2013	App 86045643	Reg 08-APR-2014	Reg 4510353
AMERIPARK, LLC	AMERIPARK	Registered	App 23-MAY-2011	App 85327867	Reg 17-JAN-2012	Reg 4087169
AMERIPARK, LLC	AMERIPARK	Registered	App 23-MAY-2011	App 85327890	Reg 17-JAN-2012	Reg 4087170
AMERIPARK, LLC	AIR VALET	Registered	App 16-FEB-1999	App 75640997	Reg 19-FEB-2002	Reg 2540956
LANIER PARKING HOLDINGS, INC.	BIKESPOT	Registered	App 06-AUG-2013	App 86030278	Reg 18-MAR-2014	Reg 4497759
LANIER PARKING HOLDINGS, INC.	PRISM	Registered	App 14-SEP-2012	App 85729077	Reg 07-MAY-2013	Reg 4331903
LANIER PARKING HOLDINGS, INC.	LANIER PARKING	Registered	App 21-FEB-2011	App 85247374	Reg 20-DEC-2011	Reg 4073242
LANIER PARKING HOLDINGS, INC.	LANIER PARKING	Registered	App 21-FEB-2011	App 85247377	Reg 20-DEC-2011	Reg 4073243
PARK ONE OF FLORIDA, LLC	PARK ONE	Published (Pending)	App 05-MAY-2015	App 86620377		
PARK ONE OF FLORIDA, LLC	PK1 PARK ONE	Registered	App 05-MAY-2015	App 86620378	Reg 08-DEC-2015	Reg 4866912

TRADEMARK