## 900386883 12/05/2016

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM407731

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Interest Release: Order Granting Receiver's Petition to Sell Free and Clear of Liens and Encumbrances, releasing the security interest dated 10/8/2008, and recorded at Reel and Frame: 003868/0480.
RESUBMIT DOCUMENT ID:	900384711

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		09/10/2009	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	American Traffic Solutions, Inc.	
Street Address:	1330 West Southern Avenue	
City:	Tempe	
State/Country:	ARIZONA	
Postal Code:	85282	
Entity Type:	Corporation: KANSAS	

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3438292	VIDAR
Serial Number:	78925054	VIDAR
Registration Number:	3438291	VIDAR
Registration Number:	2679829	NESTOR TRAFFIC SYSTEMS
Registration Number:	2655921	CITATION COMPOSER
Registration Number:	2290068	NESTOR
Registration Number:	2138538	CROSSINGGUARD

## **CORRESPONDENCE DATA**

**Fax Number:** 8015786999

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: (801) 328-3131

Phone: (801) 328-3131

Email: tm-slc@stoel.com

Correspondent Name: Catherine Parrish Lake

Address Line 1: 201 South Main Street, Suite 1100

Address Line 4: Salt Lake City, UTAH 84111

TRADEMARK REEL: 005936 FRAME: 0149

900386883

NAME OF SUBMITTER:	Catherine Parrish Lake		
SIGNATURE:	/Catherine Parrish Lake/		
DATE SIGNED:	12/05/2016		

## **Total Attachments: 17**

source=Order and assignments for resubmission#page1.tif source=Order and assignments for resubmission#page2.tif source=Order and assignments for resubmission#page3.tif source=Order and assignments for resubmission#page4.tif source=Order and assignments for resubmission#page5.tif source=Order and assignments for resubmission#page6.tif source=Order and assignments for resubmission#page7.tif source=Order and assignments for resubmission#page8.tif source=Order and assignments for resubmission#page9.tif source=Order and assignments for resubmission#page10.tif source=Order and assignments for resubmission#page11.tif source=Order and assignments for resubmission#page12.tif source=Order and assignments for resubmission#page13.tif source=Order and assignments for resubmission#page14.tif source=Order and assignments for resubmission#page15.tif source=Order and assignments for resubmission#page16.tif source=Order and assignments for resubmission#page17.tif

> TRADEMARK REEL: 005936 FRAME: 0150

. . . . .

STATE OF RHODE ISLAND PROVIDENCE, SC.

SUPERIOR COURT

MICHAEL JAMES, Chief Executive Officer PLAINTIFF

vs.

C.A. No. 09-3152

NESTOR, INC.

DEFENDANT

MICHAEL JAMES, President

PLAINTIFF

VS.

C.A. No. 09-3153

NESTOR TRAFFIC SYSTEMS, INC.
DEFENDANT

# ORDER GRANTING RECEIVER'S PETITION TO SELL FREE AND CLEAR OF LIENS AND ENCUMBRANCES

This cause having come on for Hearing on September 8, 2009, on the Receiver's Petition to Seller and Clear of Liens and Encumbrances (the "Petition"), it is hereby

## ORDERED, ADJUDGED AND DECREED:

- 1. That due and timely notice of said Petition has been given to all parties known to the Receiver who have an interest in the business and assets of Nestor, Inc., and Nestor Traffic Systems, Inc., (the "Assets") wherever located, including, but not limited to, those business operations and/or assets located at 42 Oriental Street, Providence, Rhode Island, and to all other creditors, shareholders and interested parties of the Defendant and known to the Receiver as set forth in the Affidavit of Notice filed by the Receiver relative to said Petition.
- 2. That the Receiver is hereby authorized to sell all of his right, title, and interest in the Assets of Nestor, Inc., and Nestor Traffic Systems, Inc., ("Nestor") as set forth in the Asset Furchase Agreement (the "APA"), a copy of which is attached hereto as Exhibit "A" and incorporated harcin, free and clear of all interests, claims, liens and encumbrances of any kind, nature or type whatsoever to American Traffic Solutions, Inc., or its nominee ("Purchaser"), for the sum of

which sum is inclusive of Purchase Of Fine chase Is in the Country Receivables aged less than ninety (90) days as of September 4, 2009; December 4, 2009; De

TRADEMARK REEL: 005936 FRAME: 0151

(the "Purchase Price") and upon the terms and conditions as set forth in the Exhibit "A". Further, all interests, claims, liens and encumbrances against the Assets are hereby transferred to the proceeds thereof in the same priority as prior to such transfer;

- 3. That the Court finds that the Receiver's advertising and marketing of the Assets and the due diligence process conducted by the Receiver was fair and reasonable and was conducted in a commercially reasonable manner. Further, based upon that advertising and marketing, the Court also finds that the sale of the Assets to the Purchaser, upon the terms and conditions of the APA annexed hereto, is commercially reasonable, the sales price and the terms set forth therein are fair and reasonable, the sale is made in good faith, the Purchaser is a bona fide good faith purchaser and that such sale is in the interest of all creditors of the Defendant wherever located. Lastly, the Court finds that the Receiver's private auction process and procedure was fair and reasonable and was conducted in a commercially reasonable manner;
- 4. That the Receiver and the Purchaser have agreed that this Court shall retain jurisdiction over the sale of the Assets to Purchaser pursuant to the APA annexed hereto, and this Court shall have sole and exclusive jurisdiction over any issues or disputes regarding the sale of the Assets and the APA, including but not limited to, such jurisdiction to (i) adjudicate any and all issues arising from or relating to said APA, (ii) the interpretation of any provisions of said APA, and (iii) the enforcement of any provision of said APA and any provision of this Order;
- 5. That the Purchaser has requested additional time to review the potential transfer of any intellectual property of Nestor. If Purchaser elects to assume any of the Nestor IP, as such term is defined in that certain License Agreement entered by and between Nestor and Retail Decisions, Inc. ("RDI") dated as of the 1<sup>st</sup> day of May, 2001 (the "RDI License Agreement"), such assumption shall be subject to the rights of RDI under the RDI License Agreement and Purchaser shall assume the obligations of Nestor under the RDI License Agreement arising from and after the transfer thereof. If the Purchaser does not assume Nestor IP then the Nestor IP will remain with the Receiver and is expressly excluded from the sale of the Assets;
- That the Purchaser, in accordance with the terms of and as set in the APA, has requested and this Court grants to it until September 30, 2009 (the "Review Period") to review any and all executory contracts, contracts, licenses, permits, leases and other documents, agreements, contracts and obligations of Nestor (the "Contracts") in order to identify which, if any Purchaser will elect to assume easing Providence Rholls Island

TRADEMARK REEL: 005936 FRAME: 0152 part of this sale. Upon or before the conclusion of the Review Period, Purchaser and Receiver shall compile any and all Schedules and/or Exhibits necessary to sufficiently identify those Contracts which Purchaser elects to assume. To the extent that the Purchaser requires additional time to conduct its review of the Contracts, upon written request of the Purchaser, the Receiver is authorized to allow the Review Period to be extended until October 23, 2009. To the extent that Purchaser elects to assume any Contract, the Receiver and Purchaser shall use all reasonable and best efforts as may be necessary, if any, to notify any effected third party to such assumed Contract. It is understood that any and all Contracts which are not set forth on any such Schedules or Exhibits are expressly not assumed by Purchaser and the Purchaser shall retain no liability or obligation thereunder (the "Unassumed Contracts") and the Receiver may, in his sole discretion and within the ordinary and typical course of this proceeding, elect to reject, sell, assign or transfer any such Unassumed Contracts.

- 7. That in connection with the sale of the Assets from the Receiver to Purchaser, Purchaser shall have the authority to endorse, cash, negotiate and/or deposit any and all checks received associated with those Account Receivables aged less than ninety (90) days as of September 4, 2009.
- 8. That in the event the sale is not consummated with the Purchaser, that RedSpeed USA Corporation, as the second place bidder with an offer in the amount of shall be entitled to purchase the Assets for the amount of its second place bid.
- 9. That in the event a sale is not consummated with either Purchaser or RedSpeed USA Corporation; B2H3, LLC, as the third place bidder with an offer in the amount of Dollars, shall be entitled to purchase the Assets for the amount of its third place bid.
  - 10. That B2H3, LLC, shall be entitled to a breakup fee in the amount of in accordance with the Order entered on August 25, 2009;
- any other documents necessary to convey all of his right, title and rinterest as Receiver in and to the Assets, wherever located, free and clear of all interests, claims, liens and encumbrances including but not limited to, all statutory, successor liability and other claims;

Office of Clerk on Superior Court Counties of Pro-idence & Bristol Providence Rholl Lete

- 12. That all parties who claim an interest, lien or encumbrance against the Assets are hereby directed to execute and deliver to the Receiver, within seven (7) days of his request, appropriate lien releases and/or UCC Financing Termination Statements in the usual and customary form, and all other documents reasonably necessary to effectuate the release and discharge of such interests, claims, liens and encumbrances, with the execution and delivery of the same to be without prejudice to or waiver of any such interest, claims, liens or encumbrances against the sales proceeds.
- 13. That, notwithstanding anything contained herein or the failure of any party to execute and deliver to the Receiver appropriate releases, financing terminations and/or other such reasonable documentation as required by paragraph 10 herein, all interests, claims, liens and encumbrances asserted by those parties with recorded liens against the assets of Nestor in the Uniform Commercial Code Divisions of the Offices of the Secretary of the State for the States of Rhode Island, Delaware, California, Georgia, Iowa and Texas, and any other states where there may be a lien recorded against the assets of Nestor, be declared to be released and discharged upon consummation of the sale of the business and assets of Nestor, and that the recording of such Order with the Uniform Commercial Code Divisions of the Offices of the Secretary of the State for the States of Rhode Island, Delaware, California, Georgia, Iowa and Texas, and any other states where there may be a lien recorded against the assets of Nestor, shall constitute evidence of such release and discharge.

ENTERED as an Order of this Court this 10th day of September, 2009

Associate Justice

BY ORDER

Clerk Superior Court

A .... Attoor

Office of Clerk of Superior Court Counties of Projedence & Bristol

Providence Rhode Islan

TRADEMARK REEL: 005936 FRAME: 0154

#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nestor, Inc. and Nestor Traffic		12/01/2009	CORPORATION: DELAWARE
Systems, Inc.		12/01/2000	CON ON MICH. BEEN WINE

#### **RECEIVING PARTY DATA**

Name:	American Traffic Solutions, Inc.
Street Address:	7681 E. Gray Rd.
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	CORPORATION: KANSAS

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3438292	VIDAR
Serial Number:	78925054	VIDAR
Serial Number:	78925053	VIDAR
Serial Number:	77618938	I-CITATION
Registration Number:	2679829	NESTOR TRAFFIC SYSTEMS
Registration Number:	2655921	CITATION COMPOSER
Registration Number:	2290068	NESTOR
Registration Number:	2138538	CROSSINGGUARD

## CORRESPONDENCE DATA

Fax Number:

(071)230-1001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

01141 230 10 00

Email:

jmoetteli@patentinfo.net

Correspondent Name:

Moetteli & Associates SaRL

900160116

TRADEMARK

**REEL: 004189 FRAME: 0450** 

TRADEMARK REEL: 005936 FRAME: 0155 \$43829

Address Line 1: St. Leonhal Address Line 4: St. Gallen,	dstrasse 4 SWITZERLAND CH-9000
ATTORNEY DOCKET NUMBER:	MUS-A006-XXX
NAME OF SUBMITTER:	John Moetteli
Signature:	/s/john moetteli/
Date:	04/21/2010
Total Attachments: 3 source=Assignment of Trademarks_Exe source=Assignment of Trademarks_Exe source=Assignment of Trademarks_Exe	cuted 2009 12 01#page2.tif

TRADEMARK REEL: 004189 FRAME: 0451

TRADEMARK

REEL: 005936 FRAME: 0156

#### ASSIGNMENT OF TRADEMARKS

WHEREAS, Nestor, Inc. and Nestor Traffic Systems, Inc., Delaware corporations (each individually and collectively referred to herein as "Nestor"), adopted and used the trademarks, and the registrations and applications therefore, as specifically identified on Exhibit A attached hereto (the "Company Trademarks"); and Jonathan N. Savage, the Court-appointed Permanent Receiver (the "Receiver") of Nestor and the Receivership Estate, in accordance with the Orders entered by the Rhode Island Superior Court in the consolidated receivership proceeding docketed as MICHAEL JAMES, Chief Executive Officer v. Nestor, Inc., C.A. No. 09-3152 and MICHAEL JAMES, President v. Nestor Traffic Systems, Inc., C.A. No. 09-3153 (the "Receivership Proceeding") have taken and are vested with the title to and are continuing to use the Company Trademarks; and

WHEREAS, The Receiver has been appointed as the Permanent Receiver for the receivership estate of Nestor, by order of the Rhode Island Superior Court sitting in Providence County in the Receivership Proceeding;

WHEREAS, American Traffic Solutions, Inc., a corporation organized and existing under the laws of the first of Lawrence (the "Purchaser"), having a place of business at 761 E. San Layrence (the "Purchaser"), having a place of business at the Company Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Receiver, does hereby assign, sell and transfer unto the Purchaser all of his right, title and interest in and to the Company Trademarks, together with the goodwill associated therewith, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements of the Company Trademarks. The Receiver agrees to assist the Purchaser, at the Purchaser's expense, to perfect the Purchaser's rights in the Company Trademarks, including executing all documents reasonably required by the Purchaser to effectuate such purpose.

[Signature Appears On Following Page]

TRADEMARK
REEL: 004846 FRAME: 0452
REEL: 005936 FRAME: 0157

IN WITNESS WHEREOF, the Receiver has executed this Assignment of Trademarks, as an instrument under seal as of this  $\underline{fo}$  day of September 2009. Jonathan N. Savage, Esquire, in his capacity as the Court appointed Receiver for the Receivership Estates of Nestor, Inc. and Nestor Traffic Systems, Inc. and not individually STATE OF RHODE ISLAND COUNTY OF PROVIDENCE On the 10<sup>th</sup> day of September 2009, before me appeared <u>Jonathan A. Savage</u> the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed. The foregoing Assignment of Trademarks by the Receiver is hereby accepted as of this day of September 2009. Decenter By: Amy L. Raa Name Title.
Associate Steven Causel American Irafui tolutia

> TRADEMARK REEL: 004189 FRAME: 0453 REEL: 005936 FRAME: 0158

# **Exhibit A**

**RECORDED: 04/21/2010** 

## **US Trademarks and Trademark Applications**

Trademark	Serial or Reg. No.	Filing date	Status	Where
VIDAR	3,438,292	July 8, 2006	REGISTERED	US
VIDAR	78925054	July 8, 2006	LIVE	US
VIDAR	78925053	July 8, 2006	LIVE	US
I-CITATION	77618938	November 20, 2008	LIVE	US
NESTOR TRAFFIC SYSTEMS	2,679,829	February 8, 2001	REGISTERED	US
CITATION COMPOSER	2,655,921	May 22, 2001	REGISTERED	US
NESTOR	2,290,068	July 16, 1998	REGISTERED	บร
CROSSINGGUARD	2,138,538	December 6, 1996	LIVE	US
NESTOR SYSTEM	1,384,074		CANCELED	บร
PENSHELL	1,739,577		CANCELED	US
HUMAN HEAD DESIGN	1,707,863		CANCELED	US

## Foreign Trademarks and Trademark Applications

Trademark	Serial No.	Filing date	Status	Where
NESTOR SYSTEM	1,091,726	July 23, 1985	REGISTERED	DE
NESTOR SYSTEM	2,054,809			JP
NESTOR SYSTEM	1,980,597			JP
NESTOR SYSTEM	1,317,788	July 22, 1985	REGISTERED	FR
NESTOR SYSTEM	327283	July 19, 1985	REGISTERED	CA

**TRADEMARK** 

REEL: 0047888EMANE: 0454

**REEL: 005936 FRAME: 0159** 

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: **GRANT FOR SECURITY** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nestor, Inc.		10/08/2008	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as collateral agent	
Street Address:	US Bank Corporate Trust Services, 225 Asylum Street	
Internal Address:	23rd Floor	
City:	Hartford	
State/Country:	CONNECTICUT	
Postal Code:	06103	
Entity Type:	CORPORATION:	

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2655921	CITATION COMPOSER
Registration Number:	2138538	CROSSINGGUARD .
Registration Number:	2679829	NESTOR TRAFFIC SYSTEMS
Registration Number:	2290068	NESTOR
Registration Number:	2568931	
Registration Number:	2118342	TRAFFICVISION
Registration Number:	2324092	PRISM MERCHANT
Registration Number:	2324091	PRISM DEBIT
Registration Number:	2324090	PRISM CREDIT
Registration Number:	2160597	MERCHANTALERT
Registration Number:	2050701	PRISM
Registration Number:	3438291	VIDAR
Registration Number:	3438292	VIDAR
		TRADEMARK

REEL: OUTRABEMANK: 0480 **REEL: 005936 FRAME: 0160** 

TRADEMARK

900118155

78925054 VIDAR Serial Number: **CORRESPONDENCE DATA** Fax Number: (212)593-5955 Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 212-756-2215 Email: john.garces@srz.com Correspondent Name: John Garces, Esq. Address Line 1: 919 Third Avenue Address Line 2: 22nd Floor Address Line 4: New York, NEW YORK 10022 ATTORNEY DOCKET NUMBER: 067665/0100 NAME OF SUBMITTER: John Garces, Esq. (067665/0100) Signature: /kc for jg/ Date: 10/10/2008 **Total Attachments: 6** source=Trademark and Patent Grant of Security for Nestor Inc#page1.tif source=Trademark and Patent Grant of Security for Nestor Inc#page2.tif

source=Trademark and Patent Grant of Security for Nestor Inc#page3.tif source=Trademark and Patent Grant of Security for Nestor Inc#page4.tif source=Trademark and Patent Grant of Security for Nestor Inc#page5.tif source=Trademark and Patent Grant of Security for Nestor Inc#page6.tif

TRADEMARK REEL: 003868 FRAME: 0481 REEL: 005936 FRAME: 0161

#### GRANT FOR SECURITY

WHEREAS, NESTOR, INC., a Delaware corporation (the "Grantor"), (i) owns the patents and patent applications, and the inventions disclosed or claimed therein and all continuations, extensions, divisions, renewals, substitutes or reissues thereof, listed on the annexed Schedule A (the "Patents"), which Patents are in full force and effect; (ii) has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office to the extent indicated (the "Trademarks"); and (iii) owns the copyright registrations and copyright applications listed on Schedule A annexed hereto, together with any reissues, extensions or renewals thereof (the "Copyrights"); and

WHEREAS, Grantor is obligated to the "Purchasers" (the "Existing Purchasers") identified in that certain Securities Purchase Agreement, dated as of May 24, 2006 (the "Existing Securities Purchase Agreement") and under the Senior Secured Convertible Notes purchased thereunder, and has entered into a Security Agreement –Trademarks, Patents and Copyrights, dated as of May 25, 2006 (the "IP Security Agreement"), in favor of U.S. Bank National Association (the "Grantee") as Collateral Agent on behalf of the Existing Purchasers; and

WHEREAS, Grantor is obligated to the "Purchasers" (the "Additional Purchasers"), identified in that certain Securities Purchase Agreement, dated as of October \_\_\_\_, 2008 (the "Additional Securities Purchase Agreement", and under the senior secured promissory note purchased thereunder, and has entered into an Amended and Restated Security Agreement –Trademarks, Patents and Copyrights, dated as of October \_\_\_\_, 2008 (the "Amended and Restated IP Security Agreement" and, together with the IP Security Agreement, the "IP Security Agreements") in favor of U.S. Bank National Association (in such capacity, the "Grantee") as Collateral Agent on behalf of the Additional Purchasers and the Existing Purchasers; and

WHEREAS, pursuant to the IP Security Agreements, Grantor has assigned to Grantee and granted to Grantee a mortgage on, pledge of and security interest in, all right, title and interest of Grantor in and to (i) the Patents and similar legal protection, both domestic and foreign, including all continuations, extensions, divisions, renewals, substitutes or reissues thereof, and all proceeds thereof, including, without limitation, any royalties, fees, claims for past, present and future infringement and proceeds of sale or other disposition thereof (the "Patents Collateral"); (ii) the Trademarks, together with the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademarks Collateral"); and (iii) the Copyrights (the "Copyrights Collateral") (collectively, the Patents Collateral, the Trademarks Collateral and the Copyrights Collateral shall be referred to herein as the "Intellectual Property Collateral"), to secure the payment of the Obligations (as defined in the IP Security Agreements);

SRZ-10738100.5

TRADEMARK
REEL: 003868ERANE: 0482
REEL: 005936 FRAME: 0162

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor does hereby further assign unto Grantee and grant to Grantee (for the benefit of the Grantee) a mortgage on, pledge of and security interest in the Intellectual Property Collateral to secure prompt payment of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, mortgage on, pledge of and security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the IP Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Grant.

TRA

SRZ-10738100.5

IN WITNESS WHER its officers thereunto duly aut	EOF, Grantor has caused this Grant to be duly executed by horized as of the day of 2008.
GRANTOR:	NESTOR, INC.
[Corporate Seal]	By: Assert 4. Meres Name: Clarence A. Davis Title: Chief Executive Officer

[Signature Page to Grant for Security]

TRADEMARK
REEL: 003869EMARK: 0484

REEL: 005936 FRAME: 0164

# ACKNOWLEDGMENT

STATE OF RHODE ISLAND	)
COUNTY OF PROVIDENCE	) SS: )
proved to me on the basis of satisfactory subscribed to the within instrument and ack	2008, before me, Clarence A. Davis, the rsonally appeared, personally known to me (or evidence) to be the person whose name is cnowledged to me that he executed the same in ignature on the instrument, the person or the d, executed the instrument.
IN WITNESS WHEREOF, I hereun	nto set my hand and official seal.
	Linda Hanlintones
My commission expires: 9 23 9	

TRADEMARK REEL: 003888 FRAME: 0485 REEL: 005936 FRAME: 0165

# Schedule A to Grant for IP Security Agreements

## Patents

US		
A.	6,970,102	Traffic violation detection, recording and evidence processing system
В.	6,950,789	Traffic violation detection at an intersection employing a virtual violation line
C.	6,760,061	Traffic sensor
D.	6,754,663	Video-file based citation generation system for traffic light violations
E.	6,647,361	Non-violation event filtering for a traffic light violation detection system
F.	6,573,929	Traffic light violation prediction and recording system
G.	6,560,360	Feed forward feed back multiple neural network with context driven recognition
H.	6,281,808	Traffic light collision avoidance system
I.	6,188,329	Integrated traffic light violation citation generation and court date scheduling system
J.	5,701,398	Adaptive classifier having multiple subnetworks
K.	5,479,574	Method and apparatus for adaptive classification
L.	5,054,093	Parallel, multi-unit, adaptive, nonlinear pattern class separator and identifier
M.	10/555,634 (Utility)	Traffic violation detection, recording and evidence processing system
	60/883,641 (rovisional)	NTS ViDar speed system
O. ,	11/970,371 (Utility)	Video speed detection system
	Australian	
A.	761,072	Traffic light violation prediction and recording system
B.	775,840	Traffic light collision avoidance system
C.	785,266	Traffic violation detection system

# Japanese

A. 2,976,053 Parallel, multi-unit, adaptive, nonlinear pattern class separator and identifier (this foreign patent has lapsed)

SRZ-10738100.5

TRADEMARK
REEL: 00R000ENRAME: 0486
REEL: 005936 FRAME: 0166

# Patent Applications

## **EPO**

Traffic light violation prediction and recording system A. 99 962 818.3

B. 99 959 067.2 Traffic light collision avoidance system

## **Trademarks**

## US

A.	2655921	Citation Composer
В.	2138538	CrossingGuard
C.	2679829	Nestor Traffic Systems
D.	2290068	Nestor
E.	2568931	Nestor logo (human head design)
F.	2118342	Traffic Vision
G.	2324092	Prism Merchant
H.	2324091	Prism Debit
I.	2324090	Prism Credit
J.	2160597	Merchant Alert
K.	2050701	Prism

"NESTOR SYSTEM" is also a registered trademark in Canada (327,283), France (1,317,788), Germany (1,091,726) and Japan (2,054,809)

# Trademark Applications

L. 3438291

M. 3438292

US

**ViDAR** 

**ViDAR** 

A. 78/925054 **ViDAR** 

# Copyrights Collateral

None.

SRZ-10738100.5