

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Ratification and Amendment of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trafficware, LLC		02/24/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Ally Commercial Finance LLC, as Agent		
Street Address:	300 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2452322	TRAFFICWARE	
Registration Number:	2277968	SYNCHRO	
Registration Number:	2279263	SIMTRAFFIC	
Registration Number:	3852591	SYNCHROGREEN	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gloria Sheehan		
SIGNATURE:	/Gloria Sheehan/		
DATE SIGNED:	02/28/2017		
Total Attachments: 6			
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February 24, 2017

ALLY COMMERCIAL FINANCE LLC, as Administrative Agent
1185 Avenue of the Americas, 2nd Floor
New York, New York 10036
Attn: SFD Portfolio Manager

Re: Ratification and Amendment of Grant of Security Interest in Trademarks

Ladies and Gentlemen:

Reference is made to that certain Grant of Security Interest in Trademarks, dated March 7, 2012 (as amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Trademark Agreement"), executed by TRAFFICWARE, LLC ("Grantor") in favor of ALLY COMMERCIAL FINANCE LLC, in its capacity as Administrative Agent ("Agent") for the lenders party to the Existing Loan Agreement referred to below, which such Trademark Agreement was executed in connection with that certain Loan and Security Agreement, dated March 7, 2012, by and among Trafficware Group, Inc. f/k/a Naztec, Inc., Trafficware and ATS Intermediate Holdings, Inc. (individually and collectively "Borrowers", and each individually a "Borrower"), Agent, and the Lenders party thereto (the "Existing Loan Agreement").

Reference is also made to the Amended and Restated Loan and Security Agreement, dated the date hereof, by and among Borrowers, Agent and the Lenders party thereto (as amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Restated Loan Agreement") which Restated Loan Agreement amends and restates in its entirety the Original Loan Agreement.

Grantor hereby (i) acknowledges and consents to the execution and delivery of the Restated Loan Agreement and (ii) confirms that the "Loan Agreement" referred to in the Trademark Agreement shall mean the Restated Loan Agreement.

In addition to the foregoing, the Trademark Agreement is hereby amended as follows:

Schedule A to the Trademark Agreement is hereby amended and restated in its entirety and replaced with the schedule attached hereto.

Except as specifically set forth herein, no other modifications or amendments to the Trademark Agreement are intended or implied, and in all other respects each of the Trademark Agreement shall continue in full force and effect in accordance with its terms as of the date hereof.

Nothing in this agreement shall be deemed to prejudice, waive, compromise, discharge or otherwise affect any and all claims, security interests, rights and remedies which Agent now has or may hereafter have against any person not a party hereto or any of such person's assets, under applicable law or otherwise, all of which are hereby expressly reserved.

This agreement constitutes a continuing obligation and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of and be enforceable by Agent and the Lenders and their respective successors, endorsees, transferees and assigns.

Grantor hereby agrees that it shall, from time to time, execute and deliver any and all additional and/or supplemental instruments, and do such other acts and things, as may be necessary or desirable to affect the purposes of this agreement, and the consummation of the transactions contemplated hereby.

This agreement sets forth the entire agreement and understanding of Grantor and Agent with respect to the matters set forth herein, and supersedes any and all prior agreements and understandings of the parties hereto with respect to the foregoing, and this agreement cannot be changed, modified, amended or terminated except in writing executed by the party to be charged.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

TRAFFICWARE, LLC

By: 

Title: Joe Custer

Chief Financial Officer and Treasurer

ACKNOWLEDGED AND AGREED:

ALLY COMMERCIAL FINANCE LLC,
as Administrative Agent

By: _____

Name: _____

Title: _____

Signature Page to Ratification of Trademark Agreement

TRADEMARK
REEL: 005997 FRAME: 0320

Very truly yours,

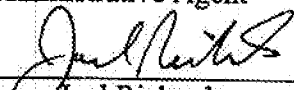
TRAFFICWARE, LLC

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

ALLY COMMERCIAL FINANCE LLC,
as Administrative Agent

By: 
Name: Joel Richards
Title: Authorized Signatory

Schedule A

Mark	Status	Country	Registration No.	Registered Owner
TRAFFICWARE	Registered	United States of America	2,452,322	Trafficware, LLC
SYNCHRO	Registered	United States of America	2,277,968	Trafficware, LLC
SIMTRAFFIC	Registered	United States of America	2,279,263	Trafficware, LLC
SYNCHROGREEN	Registered	United States of America	3,852,591	Trafficware, LLC
TRAFFICWARE	Registered	Canada	623,166	Trafficware, LLC
SYNCHRO	Registered	Canada	TMA632386	Trafficware, LLC
SIMTRAFFIC	Registered	Canada	1199710 TMA623345	Trafficware, LLC
TRAFFICWARE	Abandoned	China	9115497	Trafficware, LLC
SYNCHRO	Abandoned	China	9115405	Trafficware, LLC
SIMTRAFFIC	Abandoned	China	9115498	Trafficware, LLC
TRAFFICWARE	Registered	European Union	9687963	Trafficware, LLC
SYNCHRO	Registered	European Union	9687931	Trafficware, LLC
SIMTRAFFIC	Registered	European Union	3467834	Trafficware, LLC