

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Traffic Solutions, Inc.		05/31/2017	Corporation: DELAWARE
ATS Tolling LLC		05/31/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	555 California St., 4th Fl., MC: CA5-705-04-09
<b>Internal Address:</b>	Agency Management
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4347070	ATS AMERICAN TRAFFIC SOLUTIONS
Registration Number:	4189070	AUTO PATROL
Registration Number:	2138538	CROSSINGGUARD
Registration Number:	4214631	DMV CONNECT
Registration Number:	4272572	
Registration Number:	2290068	NESTOR
Registration Number:	3124539	PLATEPASS
Registration Number:	4352889	PLATEPASS
Registration Number:	4147110	SAFETRAX
Registration Number:	4352887	TOLLGUARD
Registration Number:	4254650	VIOLOGICS
Registration Number:	3438291	VIDAR
Registration Number:	3862112	POINT TO POINT
Registration Number:	3438292	VIDAR
Registration Number:	3270192	RENTATOLL
Registration Number:	3641347	TOLLPORT

OP \$615.00 4347070

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3374593	TOLL SOLUTIONS FOR CAR RENTERS
Registration Number:	3800515	RENT A TOLL FLEET TOLL SOLUTIONS
Registration Number:	3401861	RENT A TOLL TOLL SOLUTIONS FOR CAR RENTE
Registration Number:	3901393	RENT A TOLL TOLL SOLUTIONS FOR FLEET AND
Registration Number:	4106955	RENT A TAG
Registration Number:	3293904	P24
Registration Number:	3270193	PASS24
Registration Number:	3403431	

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240  
*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:** 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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	06/02/2017

**Total Attachments: 8**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. American Traffic Solutions, Inc.
- 2. ATS Tolling LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other 1. Corp.-DE; 2. LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 31, 2017

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Collateral Agent  
Agency Management, 555 California St., 4th Fl.,  
Street Address: MC: CA5-705-04-09

City: San Francisco

State: CA

Country: USA Zip: 94104

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

25

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Elaine Carrera*

Signature

Elaine Carrera

May 31, 2017

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2017, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement, dated as of May 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement (each as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, and this Trademark Security Agreement, the terms of ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, shall govern.

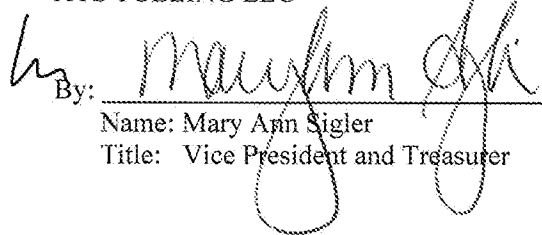
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UPON AND FOLLOWING THE CONSUMMATION OF  
THE MERGER:

AMERICAN TRAFFIC SOLUTIONS, INC.,  
ATS TOLLING LLC

By:  \_\_\_\_\_  
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

Accepted and Agreed:

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

By: *Aamir Saleem*

Name:

Title:

**Aamir Saleem  
Vice President**

[Signature Page to Trademark Security Agreement (Second Lien)]


**TRADEMARK  
REEL: 006076 FRAME: 0241**


**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
AMERICAN TRAFFIC SOLUTIONS, INC	4347070	ATS AMERICAN TRAFFIC SOLUTIONS AND DESIGN  
AMERICAN TRAFFIC SOLUTIONS, INC.	4189070	AUTO PATROL AND DESIGN  
AMERICAN TRAFFIC SOLUTIONS, INC.	2138538	CROSSINGGUARD
AMERICAN TRAFFIC SOLUTIONS, INC.	4214631	DMV CONNECT AND DESIGN
AMERICAN TRAFFIC SOLUTIONS, INC	4272572	MISC DESIGN (HWY LOGO)
AMERICAN TRAFFIC SOLUTIONS, INC.	2290068	NESTOR



AMERICAN TRAFFIC SOLUTIONS, INC.	3124539	PLATEPASS
AMERICAN TRAFFIC SOLUTIONS, INC.	4352889	PLATEPASS
AMERICAN TRAFFIC SOLUTIONS, INC.	4147110	SAFETRAX
AMERICAN TRAFFIC SOLUTIONS, INC.	4352887	TOLLGUARD
AMERICAN TRAFFIC SOLUTIONS, INC.	4254650	VIOLOGICS
AMERICAN TRAFFIC SOLUTIONS, INC.	3,438,291	VIDAR
AMERICAN TRAFFIC SOLUTIONS, INC.	3,124,539	PLATEPASS
AMERICAN TRAFFIC SOLUTIONS, INC.	3,862,112	POINT TO POINT
AMERICAN TRAFFIC SOLUTIONS, INC.	3,438,292	VIDAR
ATS TOLLING LLC	3,270,192	RENTATOLL
ATS TOLLING LLC	3,641,347	TOLLPORT
ATS TOLLING LLC	3,374,593	TOLL SOLUTIONS FOR CAR RENTERS
ATS TOLLING LLC	3,800,515	RENT A TOLL FLEET TOLL SOLUTIONS 
ATS TOLLING LLC	3,401,861	RENT A TOLL SOLUTIONS FOR CAR RENTERS
ATS TOLLING LLC	3,901,393	RENT A TOLL SOLUTIONS FOR FLEET AND RENTAL CARS

ATS TOLLING LLC	4,106,955	RENT A TAG
ATS TOLLING LLC	3,293,904	P24
ATS TOLLING LLC	3,270,193	PASS24
ATS TOLLING LLC	3,403,431	

**Trademark Applications:**

None.