

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM494539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		10/17/2018	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Traffic Solutions, Inc.		
<b>Street Address:</b>	1150 N. Alma School Road		
<b>City:</b>	Mesa		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4347070	ATS AMERICAN TRAFFIC SOLUTIONS	
<b>Registration Number:</b>	4189070	AUTO PATROL	
<b>Registration Number:</b>	2138538	CROSSING GUARD	
<b>Registration Number:</b>	4214631	DMV CONNECT	
<b>Registration Number:</b>	4272572		
<b>Registration Number:</b>	2290068	NESTOR	
<b>Registration Number:</b>	3124539	PLATEPASS	
<b>Registration Number:</b>	4352889	PLATEPASS	
<b>Registration Number:</b>	4147110	SAFETRAX	
<b>Registration Number:</b>	4352887	TOLLGUARD	
<b>Registration Number:</b>	4254650	VIOLOGICS	
<b>Registration Number:</b>	3862112	POINT TO POINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		

TRADEMARK

<b>Address Line 2:</b>	Suite 125
<b>Address Line 4:</b>	Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	10/18/2018
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**Total Attachments: 5**

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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):

Bank of America, N.A.

- ☐ Individual(s) ☒ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) October 17, 2018

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest

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

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: American Traffic Solutions, Inc.

Street Address: 1150 N. Alma School Road

City: Mesa

State: AZ

Country: USA Zip: 85201

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship USA-DE  
☐ 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:

12

### 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

Name of Person Signing

October 18, 2018

Date

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

5

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

TRADEMARK  
REEL: 006460 FRAME: 0032

**SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 17, 2018 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor parties hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of March 1, 2018, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of March 1, 2018 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 5, 2018 at Reel/Frame 6283/0433;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

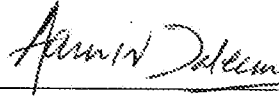
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its  
capacity as collateral agent for the Borrowers**

By: 

Name:

Title:

**Aamir Saleem  
Vice President**



Grantors:

American Traffic Solutions, Inc.

# SCHEDULE I

Release of Second Lien Trademark Security Agreement recorded March 5, 2018 at  
Reel/Frame 6283/0433

## 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	4254650	VIOLOGICS

OWNER	REGISTRATION NUMBER	TRADEMARK
SOLUTIONS, INC.		
AMERICAN TRAFFIC SOLUTIONS, INC.	3,862,112	POINT TO POINT

**Trademark Applications:**

None.