

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amtech Systems, LLC		06/03/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North Texas Tollway Authority		
<b>Street Address:</b>	5900 West Plano Parkway, Suite 100		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75093		
<b>Entity Type:</b>	regional tollway authority: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3053055	TOLLTAG	
<b>Registration Number:</b>	2661933	TOLLTAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147568779		
<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>	214-740-8779		
<b>Email:</b>	RNail@lockelord.com		
<b>Correspondent Name:</b>	Robert E. Nail, Esq.		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 2800		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	0567318.00016		
<b>NAME OF SUBMITTER:</b>	Robert E. Nail		
<b>SIGNATURE:</b>	/Robert E. Nail/		
<b>DATE SIGNED:</b>	06/11/2019		
<b>Total Attachments: 10</b>			
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Exhibit 2

Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is made and entered into effective the 5<sup>th</sup> day of June, 2019 between the North Texas Tollway Authority ("NTTA") a regional tollway authority located at 5900 West Plano Parkway, Suite 100 Plano, Texas 75093, and TransCore, LP ("TransCore"), a Delaware Limited Partnership with offices located at 150 4th Avenue North, Suite 1200, Nashville, Tennessee 37219, together with TransCore's affiliated companies Amtech Systems, LLC, a Delaware Limited Liability Company with offices located at 8600 Jefferson Street NE, Albuquerque, New Mexico 87113 ("Amtech"); and TC License Ltd. ("TCL"), a Delaware limited liability company with offices located at 8158 Adams Drive, Liberty Centre Building 200, Hummelstown, Pennsylvania 17036 which was merged into TransCore, LP in 2011 (each an "Affiliate"; collectively, "Affiliates"; collectively with TransCore, the "TransCore Entities").

WHEREAS, each of the Affiliates owns certain marks, both registered and at common law, in various U.S. and foreign jurisdictions, comprising the term "TollTag" and including, without limitation, the registrations identified in Schedule A and all other registrations or applications for registration anywhere in the world comprising the term "TollTag" (each a "TollTag Mark"; collectively, the "TollTag Marks");

WHEREAS, NTTA is currently a licensee with respect to the TollTag Marks, and NTTA has used the TollTag Marks under authority from the TransCore Entities in connection with toll collection products and services provided to the public by NTTA; and

WHEREAS, NTTA desires to own, and the TransCore Entities desire to convey, worldwide rights to the TollTag Marks for use in connection with toll collection products and services anywhere in the world;

NOW THEREFORE in consideration of the mutual promises and terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties acknowledge, agree, and covenant as follows:

AGREEMENT

1. Warranties.

- a. TransCore represents and warrants that it has the power and authority to execute this Agreement on behalf of itself and its Affiliates and to bind those Affiliates.

- b. TransCore, on behalf of itself and its Affiliates, represents and warrants that the entire right, title and interest in and to each TollTag Mark listed in Schedule A is owned by one of the TransCore Entities.
- c. TransCore, on behalf of itself and its Affiliates, represents and warrants that Schedule A constitutes a full and complete list of all registrations and applications for registration of the TollTag Marks anywhere in the world that are owned or controlled by TransCore or any of its Affiliates or any other affiliated company, including any of their predecessors-in-interest, and that no other cancelled, abandoned, rejected, or lapsed applications or registrations exist anywhere in the world that may be revived by a TransCore Entity or any other affiliated company to obtain rights, title or interest in or to a TollTag Mark.
- d. TransCore, on behalf of itself and its Affiliates, represents and warrants that all registrations and applications for the TollTag Marks listed in Schedule A are currently valid and subsisting and in full force and effect.
- e. TransCore, on behalf of itself and its Affiliates, represents and warrants that none of the TransCore Entities have licensed any of the TollTag Marks to any other person or entity except NTTA or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the TollTag Marks to any other person or entity except NTTA.
- f. TransCore, on behalf of itself and its Affiliates, represents and warrants that there are no liens or security interests against any of the TollTag Marks.

**2. IP Transfer to NTTA.**

- a. Each TransCore Entity hereby conveys and assigns to NTTA, and NTTA hereby accepts from each TransCore Entity, all worldwide right, title and interest in and to all TollTag Marks owned by that TransCore Entity, together with the goodwill of the business symbolized by the TollTag Marks owned by that TransCore Entity and with all rights to sue and recover damages and/or profits for past infringements.
- b. Each TransCore Entity shall execute and deliver to NTTA concurrently with the execution of this Agreement a Trademark Assignment in the form shown in Exhibit 3A or 3B, or such other form that is suitable for recording with the authority administering trademarks in each jurisdiction in which one of the registered TollTag Marks, or an application for a TollTag Mark, is owned by that TransCore Entity. Each TransCore Entity shall also furnish NTTA with the original certificates, or certified copies of the same, covering each of the TollTag Marks

owned by that TransCore Entity in each jurisdiction where one of the registered TollTag Marks is owned.

- c. Each TransCore Entity shall furnish NTTA with all necessary information regarding the TollTag Marks, which may be required to perfect title in the TollTag Marks in NTTA. At any time, and from time to time after execution of this Agreement, at NTTA's request, each TransCore Entity shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, at NTTA's expense, as NTTA may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to NTTA and to confirm NTTA's title in and to the TollTag Marks and any and all state, federal, or foreign trademark registrations thereof or applications therefore. Each TransCore Entity shall assist NTTA and provide such reasonable cooperation and assistance to NTTA, at NTTA's expense, as NTTA may reasonably deem necessary and desirable in exercising and enforcing NTTA's rights in the TollTag Marks.
  - d. After execution of this Agreement, each of the TransCore Entities agrees to make no further use of the TollTag Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by NTTA in writing, and each of the TransCore Entities agrees to not challenge NTTA's use or ownership, or the validity, of the TollTag Marks.
3. **Governing Law, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws provisions therein. Venue for any action arising under this Agreement shall lie in Collin County, Texas.
  4. **Entire Agreement, Severability, Amendment, and Waiver.** This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes any prior or contemporaneous communications or understandings regarding such subject matter. If any judicial or administrative authority determines that any term of this Agreement is invalid or illegal, such determination shall not apply to the remaining terms of this Agreement, all of which shall remain in full force and effect. This Agreement may not be amended except by a written agreement signed by the parties. No failure or delay by either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. **Severability.** Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.
7. **Points of Contact and Communication.** All notices regarding this Agreement shall be directed to the following authorized representatives of the parties using United States Mail or a reputable express mail service to send a hard copy, with an electronic copy sent contemporaneously by email:

**North Texas Tollway Authority**

Sabu Stephen  
Assistant Executive Director - Operations  
North Texas Tollway Authority  
5900 West Plano Parkway  
Plano, TX 75093  
214.461.2025  
sstephen@ntta.org

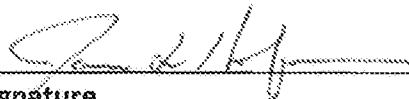
**TransCore Entities**

Tracy Marks  
President  
TransCore, LP  
150 4th Avenue North, Suite 1200  
Nashville, TN 37219  
615.988.8961  
tracy.marks@transcore.com


IN WITNESS WHEREOF, the parties do hereby agree and have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

North Texas Tollway Authority

TransCore, LP

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

James Hofmann  
Name (Print) 

Tracy Marks  
Name (Print)

Executive Director  
Title

President  
Title

6/5/19  
\_\_\_\_\_  
Date

6/3/2019  
\_\_\_\_\_  
Date

## Schedule A to Exhibit 2

### List of Trademark Registrations and Applications Owned by TransCore Entities

U.S. Trademark Registration No. 3053055, arising from application serial no. 78302825, and registered on or about January 31, 2006;

U.S. Trademark Registration No. 2661933, arising from application serial no. 76239224, and registered on or about December 17, 2002;

Italian Trademark Registration No. 362018000051433, formerly referred to as Registration No. 0001318840, and formerly referred to as Registration No. 0000847189, and originally registered on or about May 30, 2001, the original application for which was deposited or filed on or about September 21, 1998;

UK Trademark Registration No. UK00001409335, arising from application serial no. UK00001409335, and registered on or about May 31, 1991;

Benelux Trademark Registration No. 0474724, arising from application serial no. 00739559, and registered on or about January 8, 1990.



Exhibit 3A

TRADEMARK ASSIGNMENT

WHEREAS, TransCore, LP, a limited partnership organized and existing under the laws of Delaware and having its principal place of business at 150 4<sup>th</sup> Ave. N., Suite 1200, Nashville, TN 37219, ("Assignor"), on its own behalf or that of TC License, LTD, a Delaware limited liability company having offices located at 8158 Adams Drive, Liberty Centre Building 200, Hummelstown, Pennsylvania 17036 that was merged into TransCore, LP in 2011, owns all the right, title and interest in and to the following trademark registrations:

UK Trademark Registration No. UK00001409335, arising from application serial no. UK00001409335, and registered on or about May 31, 1991;

Benelux Trademark Registration No. 0474724, arising from application serial no. 00739559, and registered on or about January 8, 1990,

respectively (the "TransCore Marks");

WHEREAS, North Texas Tollway Authority, a regional tollway authority located at 5900 West Plano Parkway, Suite 100, Plano, Texas 75093, ("Assignee") desires to acquire all right, title, and interest in and to the TransCore Marks, the registration thereof, and the goodwill associated therewith;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title, and interest in and to the TransCore Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Assignor:

6/3/19  
Date

By: Tracy Marks

Name: Tracy Marks

Title: President

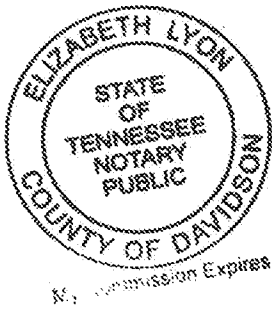
STATE OF TN )  
 ) ss.  
COUNTY OF Davidson )

On June 3, 2019, before me, Elizabeth Lyon  
the undersigned, a Notary Public in and for said State, personally appeared Trade Marks  
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s)  
whose name is/are subscribed to the within instrument and acknowledged that he/she/they  
executed the same.

WITNESS my hand and official seal.

[SEAL]

Elizabeth Lyon  
Signature



11/08/22

Exhibit 3B

TRADEMARK ASSIGNMENT

WHEREAS, Amtech Systems, LLC, a Delaware Limited Liability Company with offices located at 8600 Jefferson Street NE, Albuquerque, New Mexico 87113, ("Assignor") owns all the right, title and interest in and to the following trademark registrations:

U.S. Trademark Registration No. 3053055, arising from application serial no. 78302825, and registered on or about January 31, 2006;

U.S. Trademark Registration No. 2661933, arising from application serial no. 76239224, and registered on or about December 17, 2002;

Italian Trademark Registration No. 362018000051433, formerly referred to as Registration No.0001318840, and formerly referred to as Registration No. 0000847189, and originally registered on or about May 30, 2001, the original application for which was deposited or filed on or about September 21, 1998;

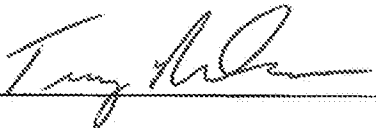
respectively (the "Amtech Marks");

WHEREAS, North Texas Tollway Authority, a regional tollway authority located at 5900 West Plano Parkway, Suite 100, Plano, Texas 75093, ("Assignee") desires to acquire all right, title, and interest in and to the Amtech Marks, the registration thereof, and the goodwill associated therewith;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title, and interest in and to the Amtech Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

Assignor:

6/3/19  
Date

By: 

Name: Tracy Marks

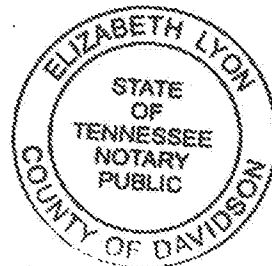
Title: President

STATE OF TN )  
 ) ss.  
COUNTY OF Davidson )

On June 3, 2019, before me, Elizabeth Lyon  
the undersigned, a Notary Public in and for said State, personally appeared Tracy Marks  
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s)  
whose name is/are subscribed to the within instrument and acknowledged that he/she/they  
executed the same.

WITNESS my hand and official seal.

Elizabeth Lyon  
Signature



[SEAL]

My Commission Expires

11/8/22