

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TranSystems Corporation		06/18/2012	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	BMO Harris Financing, Inc.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2076237	TRANSYSTEMS	
Registration Number:	2062434	SECURACOMM	
Registration Number:	3429911	RAILSECURE	
Registration Number:	3429914	MOBIUS SECURITY GROUP	
Registration Number:	3038022	ESYNC	
Registration Number:	3429913	ENERGYSECURE	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$165.00 2076237

TRADEMARK

ATTORNEY DOCKET NUMBER:	1988211
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/18/2012
Total Attachments: 4 source=3215537#page1.tif source=3215537#page2.tif source=3215537#page3.tif source=3215537#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 18th day of June, 2012, TranSystems Corporation, a Missouri corporation (“*Debtor*”) with its principal place of business and mailing address at 2400 Pershing Road, Suite 400, Kansas City, Missouri 64108, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Financing, Inc., with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns (“*Secured Party*”), and grants to Secured Party for the benefit of the Secured Creditors (as defined in the hereinafter defined Security Agreement) a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto, and Secured Party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party for the benefit of the Secured Creditors of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party for the benefit of the Secured Creditors with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TRANSYSTEMS CORPORATION

By Julia A. Friden
Name Julia A. Friden
Title CFO/Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS FINANCING, INC.

By _____
Name _____
Title _____


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

TRANSYSTEMS CORPORATION

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS FINANCING, INC.

By  _____
Name Shanmukh Z. Shah
Title Managing Director

Signature Page to Trademark Collateral Agreement

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARKS:

DEBTOR	COUNTRY OF REGISTRATION OR APPLICATION	DESCRIPTION	REGISTRATION /SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
TranSystems Corporation	US Federal	TRANSYSTEMS name	Registration No: 2,076,237; Serial No.: 74-708445	Renewed July 1, 2007
TranSystems Corporation	US Federal	SECURACOMM name	Registration No: 2,062,434; Serial No.: 74-391969	Renewed May 20, 2007
TranSystems Corporation	US Federal	RAILSECURE – counterterrorism and security consultant services	Registration No: 3,429,911; Serial No.: 77-227127	Registered May 20, 2008
TranSystems Corporation	US Federal	MOBIUS SECURITY GROUP – Counterterrorism and security consultant services	Registration No: 3,429,914; Serial No.: 77-228829	Registered May 20, 2008
TranSystems Corporation	US Federal	ESYNC – supply chain and logistics consulting services	Registration No: 3,038,022; Serial No.: 78-531253	Registered January 3, 2006
TranSystems Corporation	US Federal	ENERGYSECURE – Counterterrorism and security consulting services	Registration No: 3,429,913; Serial No.: 77-227676	Registered May 20, 2008
TranSystems Corporation	US State	JBM ENGINEERS & PLANNERS	Registration No. 1,427,058; State = Nebraska	Registered December 19, 1995