

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Traffic Solutions, Inc.		01/31/2014	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2138538	CROSSINGGUARD	
Registration Number:	2290068	NESTOR	
Registration Number:	3438291	VIDAR	
Registration Number:	3438292	VIDAR	
Registration Number:	3721049	I-CITATION	
Registration Number:	4147110	SAFETRAX	
Registration Number:	4189070	AUTO PATROL	
Registration Number:	4214631	DMV CONNECT	
Registration Number:	4254650	VIOLOGICS	
Registration Number:	4347070	ATS AMERICAN TRAFFIC SOLUTIONS	
Registration Number:	4272572		
Registration Number:	4352889	PLATEPASS	
Registration Number:	4352887	TOLLGUARD	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
TRADEMARK			

CH \$340.00 2138538

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 072862

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 03/31/2014

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 31st day of January, 2014, American Traffic Solutions, Inc., a Kansas corporation (“*Debtor*”) with its principal place of business and mailing address at 1330 W Southern Ave, Suite 110 Tempe, Arizona 85282, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to BMO Harris Bank N.A., a national banking association (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris, acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors 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 Secured Obligations of Debtor as set out in that certain Third Amended and Restated Security Agreement dated as of January 31, 2014, among Debtor, the other debtors from time to time party thereto and Agent, 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 Agent 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 Agent 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 Agent with respect to the 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.

[Signature page immediately follows]

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

AMERICAN TRAFFIC SOLUTIONS, INC.

By 
Heather Zorge, Chief Financial Officer

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005246 FRAME: 0961

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

BMO HARRIS BANK N.A., as Agent

By Mary Ahrens
Name MARY AHRENS
Title SVP

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS

DEBTOR	MARKS	REG. NO.	GRANTED DATE
American Traffic Solutions, Inc.	Crossinguard	2138538	2/24/1998
American Traffic Solutions, Inc.	Nestor	2290068	11/2/1999
American Traffic Solutions, Inc.	VIDAR	3438291	5/27/2008
American Traffic Solutions, Inc.	VIDAR	3438292	5/27/2008
American Traffic Solutions, Inc.	I-Citation	3721049	12/8/2009
American Traffic Solutions, Inc.	SAFETRAX	4147110	5/22/2012
American Traffic Solutions, Inc.	Autopatrol (and design)	4189070	8/14/2012
American Traffic Solutions, Inc.	DMV Connect (and design)	4214631	9/25/2012
American Traffic Solutions, Inc.	VioLogics	4254650	12/4/2012
American Traffic Solutions, Inc.	ATS American Traffic Solutions (and design)	4347070	6/4/2013
American Traffic Solutions, Inc.	Highway Logo	4272572	1/8/2013
American Traffic Solutions, Inc.	Platepass	4352889	6/18/2013
American Traffic Solutions, Inc.	TollGuard	4352887	6/18/2013