

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPTOTRAFFIC, LLC		12/03/2014	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	1680 CAPITAL ONE DRIVE		
Internal Address:	10TH floor		
City:	MCLEAN		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNKNOWN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4052184	VIOVIEW	
CORRESPONDENCE DATA			
Fax Number:	3012302891		
<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>			
Phone:	3012550558		
Email:	nmanning@shulmanrogers.com		
Correspondent Name:	Nancy Manning		
Address Line 1:	Shulman Rogers Gandal Pordy & Ecker		
Address Line 2:	12505 Park Potomac Avenue, 6th floor		
Address Line 4:	Potomac, MARYLAND 20854		
ATTORNEY DOCKET NUMBER:	117864.00017		
NAME OF SUBMITTER:	Nancy Manning		
SIGNATURE:	/Nancy Manning/		
DATE SIGNED:	12/11/2014		
Total Attachments: 3			
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CH \$40.00 4052184

TRADEMARK

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of December 3, 2014 (this "Assignment"), made by OPTOTRAFFIC, LLC, a Maryland limited liability company, and each other "Borrower" party from time to time to the hereinafter defined Loan Agreement (collectively, the "Borrowers") in favor of CAPITAL ONE, NATIONAL ASSOCIATION (the "Lender"). Capitalized terms used and not otherwise defined herein shall have the meanings attributed to such terms in the hereinafter defined Loan Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Business Loan and Security Agreement dated as of December 3, 2014, by and between the Borrowers and the Lender (as amended, modified or restated from time to time, the "Loan Agreement"), and to further evidence the Lender's lien on the Collateral (as defined in the Loan Agreement), the Borrowers have agreed to execute and deliver this Assignment to the Lender.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers hereby agree as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

II. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY. The Borrowers hereby assign and transfer to the Lender and hereby grant to the Lender, a continuing security interest in all of each Borrower's right, title and interest in, to and under all patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names and licenses owned or utilized by such Borrower (collectively, the "Intellectual Property Collateral"), including the patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, trade secrets and licenses set forth on the Schedule attached to this Assignment.

III. SECURITY AGREEMENT. The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to the Lender, pursuant to the Intellectual Property Security Agreement dated of even date herewith (the "Intellectual Property Security Agreement") made by the Borrowers in favor of the Lender. The Borrowers hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

BORROWERS:

OPTOTRAFFIC, LLC, a Maryland
limited liability company

By: 

Name: *Marzouk Marzouk*

Title: *Managing Member*

[Signature Page to Assignment of Intellectual Property Security Interest]

SCHEDULE TO
Assignment of Intellectual Property Security Interest

Patents:

Patent #	Issue Date	Description
7,323,987	1/29/2008	COMPACT SINGLE LENS LASER SYSTEM FOR OBJECT/VEHICLE PRESENCE AND SPEED DETERMINATION
7,495,579	2/24/2009	TRAFFIC LIGHT STATUS REMOTE SENSOR SYSTEM
7,616,293	11/10/2009	SYSTEM AND METHOD FOR TRAFFIC MONITORING, SPEED DETERMINATION, AND TRAFFIC LIGHT VIOLATION DETECTION AND RECORDING
8,310,377	11/13/2012	MOBILE AUTOMATED SYSTEM FOR TRAFFIC MONITORING
8,629,786	1/14/2014	Mobile Elevated Automated System for Traffic Monitoring
8,760,318	6/24/2014	Method For Traffic Monitoring and Secure Processing of Violations

Trademark:

VioView (registration number 4052184).