

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roadsafe Holdings, Inc.		02/22/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX USA Corporation		
<b>Street Address:</b>	1717 Main Street		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4154695	ROADSAFE	
<b>Registration Number:</b>	3652009	ROADSAFE TRAFFIC SYSTEMS LIFE ON THE ROA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>	2125584229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	019845/00017		
<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco		
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/		
<b>DATE SIGNED:</b>	03/07/2016		
<b>Total Attachments: 5</b>			
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TERM LOAN TRADEMARK SECURITY AGREEMENT

THIS TERM LOAN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 22, 2016 is between ROADS SAFE HOLDINGS, INC., a Delaware corporation (herein referred to as "Grantor"), and ORIX USA CORPORATION, a Delaware corporation, as Agent (in such capacity, together with its successors in such capacity, the "Grantee"), for the lenders from time to time party to the Term Loan Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Term Loan Agreement.

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, ROADS SAFE TRAFFIC SYSTEMS, INC., a Delaware corporation, ROADS SAFE SERVICES, LLC, a Delaware limited liability company, FCSE DISSOLUTION CORP., a Delaware corporation, SE DISSOLUTION, LLC, a Delaware limited liability company, TRUTWIN ACQUISITION SUB, INC., a Delaware corporation, ROADS SAFE TRAFFIC, L.P., a Delaware limited partnership, CSW HOLDINGS, INC., a corporation organized under the laws of the State of Delaware, TISDALL LEASING, LLC, a Colorado limited liability company, and COLORADO STRIPE WRIGHT, LTD., a Colorado corporation, certain lenders (the "Lenders") and Grantee are parties to a Term Loan Credit and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Term Loan Agreement");

WHEREAS, pursuant to the terms of the Term Loan Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all of Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, subject to the terms of the Intercreditor Agreement, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States

or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

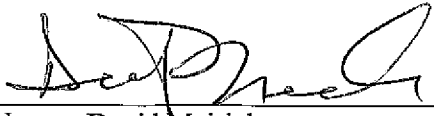
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

Subject to the terms of the Intercreditor Agreement, this security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Term Loan Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Loan Agreement and the Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

RoadSafe Holdings, Inc.

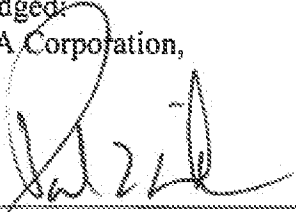
By:   
Name: David Meirick  
Title: President

*[Signature Page to 2<sup>nd</sup> Lien Term Loan Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005747 FRAME: 0335**

Acknowledged:  
ORIX USA Corporation,  
Agent

By:


  
Name: Paul Wilson

Title: Chief Financial Officer

*[Signature Page to 2<sup>nd</sup> Lien Term Loan Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005747 FRAME: 0336**

Schedule 1 to Trademark Security Agreement

Mark	Owner	Registration Number	Registration Date/ Application Date	Status
ROADSAFE	RoadSafe Holdings, Inc.	4154695	June 5, 2012	Live
	RoadSafe Holdings, Inc.	3652009	July 7, 2009	Live