

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAFFICWARE CORPORATION		05/27/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TRAFFICWARE, LTD.		
Street Address:	6607 Alicant Drive		
City:	Sugar Land		
State/Country:	TEXAS		
Postal Code:	77479		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2277968	SYNCHRO	
Registration Number:	2279263	SIMTRAFFIC	
Registration Number:	2452322	TRAFFICWARE	
CORRESPONDENCE DATA			
Fax Number:	(813)229-8313		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-222-2021		
Email:	mmason@fowlerwhite.com		
Correspondent Name:	Monica Mason/Fowler White		
Address Line 1:	501 E. Kennedy Blvd.		
Address Line 2:	Suite 1700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Monica Mason		
Signature:	/monica mason/		

CH \$90.00 2277968

Date:

06/29/2005

Total Attachments: 10

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ASSIGNMENT OF TRADEMARK AGREEMENT

This ASSIGNMENT OF TRADEMARK AGREEMENT ("Assignment" or "Agreement"), effective as of the 27th day of May, 2005 (the "Effective Date"), is entered into by and between TRAFFICWARE CORPORATION, a California corporation, with its principal place of business located at 1434 University Avenue, Berkeley, CA 94703 (the "Assignor", which expression shall include the Assignor's personal representatives and successors in title), and TRAFFICWARE, LTD., a Texas limited partnership, with its principal place of business located at 6607 Alicant Drive, Sugar Land, Texas 77479 (the "Assignee") (hereinafter referred to collectively as the "Parties" or individually as the "Party").

WHEREAS, the Assignor is the lawful owner of the trademarks, service marks, and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (hereafter, collectively, the "Marks"), and that it owns all rights in and to the Marks; and

WHEREAS, the Assignor has adopted, used, and is using the Marks in its business, and has not abandoned the Marks; and

WHEREAS, the Assignor has good right to sell and transfer its rights in and to the Marks to the Assignee, and is desirous of transferring such rights; and

WHEREAS, the Assignee is desirous of acquiring the Marks and all goodwill pertaining thereto; and

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated as of May 27, 2005 (the "Purchase Agreement"), pursuant to which the Assignor conveyed to the Assignee substantially all of the assets of a going business and the Assignee has agreed to purchase from the Assignor, and the Assignor has agreed to sell to the Assignee the right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1.0 The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, and Assignee hereby accepts from Assignor, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, and worldwide applications and registrations, all federal, state, foreign, statutory and common law rights and all intellectual property rights and moral rights, in and to the Marks (and all extensions and renewals of such applications and registrations resulting therefrom and the right to apply for any of the foregoing), together with the goodwill of the business symbolized by the Marks and the

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business of the Assignor to which the Marks pertains. The Assignor further assigns to the Assignee the right to apply for trademark registration in the United States Patent and Trademark Office and throughout the world for the Marks and variations thereof (in addition to the Marks listed in Exhibit A) and all rights to renewals and extensions for any such trademark registrations.

- 2.0 The Assignor further assigns unto the Assignee all rights to causes of action and remedies related to the Marks (including without limitation the right to sue for past, present or future infringement, misappropriation, or violation of rights related to the foregoing) and any and all other rights and interests arising out of, in connection with, or in relation to the Marks. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
- 3.0 It is specifically understood and agreed that the rights, title, and interest assigned to the Assignee herein include, but are not limited to, the right to use the Marks in any manner chosen by the Assignee. Except as set forth in the Purchase Agreement, Assignor shall make no further use of the Marks on or in connection with any goods or services.
- 4.0 The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.
- 5.0 The Assignee, at its sole discretion, may grant permission to third parties to use all or part of the Marks.
- 6.0 The Assignor expressly agrees to promptly execute any other documents or take any other action as may be necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Marks and to effectuate this Agreement.
- 7.0 The Assignor agrees not to oppose or otherwise challenge any future application filed by the Assignee to register the Marks or any variation thereof, or seek to cancel any registration resulting therefrom. The Assignor further agrees that it shall not, directly or indirectly, oppose or otherwise challenge the Assignee's use or registration of the Marks.
- 8.0 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.
- 9.0 This Agreement shall be governed and construed by and enforced in accordance with the internal laws of the State of Texas (without giving effect to principles of conflicts of laws).
- 10.0 The statements contained in the recitals of fact set forth above are true and correct and by this reference are incorporated in and made a part of this Agreement.

11.0 This Agreement is subject to and limited by the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Agreement and the Purchase Agreement, the terms, provisions and limitations of the Purchase Agreement shall control.

[End of text; signature pages follow.]

Exhibit A

MARKS

PENDING APPLICATIONS

MARK	APP. NO./REG. NO.	GOODS AND SERVICES	STATUS	COUNTRY	COMPANY NAME
SIMTRAFFIC	3467834	Class 009	PENDING Examined by Office 03/2005; search conducted.	CTM (European Union)	Trafficware Corporation

REGISTRATIONS

MARK	APP. NO./REG. NO.	GOODS AND SERVICES	STATUS	COUNTRY	COMPANY NAME
SYNCHRO	2,277,968	Class 009- Computer program for traffic signal timing optimization and on-screen visualization of vehicle traffic flows and traffic signal timing and for analyzing traffic signal timing.	REGISTERED —09-14-1999	USPTO	Trafficware Corporation

MARK	APP. NO./REG. NO.	GOODS AND SERVICES	STATUS	COUNTRY	COMPANY NAME
SIMTRAFFIC	2,279,263	Class 009— Computer program for simulating and for generating animation programs that display vehicle traffic flow and traffic signal timing.	REGISTERED —09-21-1999	USPTO	Trafficware Corporation
TRAFFICWARE	2,452,322	Class 009— Computer software for use in the transportation industry using the latest innovations in traffic network optimization, animations, and simulations, for traffic signal timing optimization and on-screen visualization of vehicle traffic flows and traffic signal timing and for analyzing traffic signal timing.	REGISTERED —05-22-2001	USPTO	Trafficware Corporation
TRAFFICWARE	623,166 (App No. 1,199,711)	Class 009— Computer programs for optimizing traffic flow in a traffic network, for	REGISTERED —10-21-2004	CANADA	Trafficware Corporation

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MARK	APP. NO./REG. NO.	GOODS AND SERVICES	STATUS	COUNTRY	COMPANY NAME
		generating animations of vehicle traffic flow, for simulations of motor vehicle traffic, and for traffic signal timing.			
SIMTRAFFIC	623,345 (App. No. 1,199,710)	Class 009— Computer programs for simulating traffic, for generating animations of vehicle traffic flow, and for traffic signal timing.	REGISTERED —10-25-2004	CANADA	Trafficware Corporation
SYNCHRO	632,386 (App No. 1,199,709)	Class 009— Computer programs for traffic signal timing optimization and on-screen visualization of vehicle traffic flows and traffic signal timing and for analyzing traffic signal timing and excluding computer software relating to financial, investment, estate, asset allocation	REGISTERED —02-09-2005	CANADA	Trafficware Corporation

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MARK	APP. NO./REG. NO.	GOODS AND SERVICES	STATUS	COUNTRY	COMPANY NAME
		and taxation services and planning.			

ABANDONED APPLICATIONS

MARK	APP. NO./REG. NO.	GOODS AND SERVICES	STATUS	COUNTRY	COMPANY NAME
EMBEDDED SYNCHRO	75/712,183	Class 009— Computer software for controlling traffic signal systems, namely, performing timing plan optimization in real time using real time traffic data, and instruction and user manuals sold therewith.	ABANDONED— 02-17-2001 Failure to file a Statement Of Use	USPTO	Trafficware (partnership)
LIQUIDTRAFFIC	75/712,184	Class 009— Computer software for managing vehicle traffic data and managing traffic signal systems, namely, collecting and manipulating	ABANDONED— 01-26-2001 Failure to file a Statement of Use	USPTO	Trafficware (partnership)

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MARK	APP. NO./REG .NO.	GOODS AND SERVICES	STATUS	COUNTRY	COMPANY NAME
		real time traffic data and performing communication with other system components, and instruction and user manuals sold therewith.			

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