m PTO-1594 (Rev. 06/04)	****	U.S. DEPARTN United States <u>Pate</u> n	MENT OF COMMERCI It and Trademark Offic	
18 Collection 0651-0027 (ex p. 6/30/	RECORDATION	FORM COVER SHEET		
	TRADEM	ARKS ONLY	ee(ec) halnw	
To the director of the U.S	Patent and Trademark Office: Plant Patent	ease record the attached documents or the new address.  2. Name and address of receiving party(ies)		
. Name of conveying party	(186)/Execution Pale(s).	Additional names, addresses, or chizenship attached?	☐ Yes	
Trafficware, LLC			⊠ No	
		Name: Ally Commercial Finance LLC, as administr	ative agent	
		Internal Address: 1185 Avenue of the Americas, 2 <sup>nd</sup> Floor		
] Individual(s)	☐Association	Street Address:		
General Partnership	Limited Partnership	Other Many York		
Corporation-State		City: New York		
Other: limited liability com	pany	State:New York		
Citizenship (see guidelines)	<u>Texas</u>	Country: USA Zip: 100	<u>36</u>	
xecution Date(s) March 7,		,		
Additional names of conveying parties attached? 🗌 Yes 🛛 No		Association Citizenship		
. Nature of conveyance:		General Partnership Citizenship		
	□ Moroor	☐ Limited Partnership Citizenship		
Assignment	☐ Merger ☐ Change of Name	Corporation Citizenship		
Security Agreement	<del>-</del>	☑ Otherlimited ☑ Citizenship Delaware		
M Other Grant of Security Interest in Trademarks		If assigned is not domiciled in the United States, a domestic		
		representative designation is attached.   Yes   (Designations must be a separate document from	assignment)	
1. Application number(s)	or registration number(s) and ide	ntification or description of the Trademark.		
A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO		D B. Trademark Registration No.(s) SEE SCHEDUL HERETO	E A ANIVEXED	
TENETO		Additional sheet(s) attached?	⊠ Yes □N	
SEE SCHEDULE A ANNEX	(ED HERETO	e if Application or Registration Number is unknown)	And the second s	
5. Name address of party concerning document sho	to whom correspondence	5. Total number of applications and registrations involved:	<b>4</b>	
Name: <u>CT Lian Solutions</u>	to to		A R. (1994)	
Internal Address: Attn: Susan O'Brien		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00 Authorized to be charged by credit card Authorized to be charged to deposit acc	ma (m²t	
Street Address: <u>187 Wolf R</u>	oad, Suite 101		wurk	
City: <u>Albany</u>		8. Payment information:		
State: <u>NY</u>	Zip: <u>12205</u>	a. Credit Card Last 4 Numbers	1640	
Phone Number: <u>800-342-3</u> 6	<u>576</u>	Expiration Date		
Fax Number: 800-962-7049		b, Deposit Account Number		
Email Address: <u>cls-udsalba</u>		Authorized User Name:		
9. Signature:	John Wyrock		8/12	
W	Signature	Total number of pages	including cover	
	John K. Sorock	sheet, attachments, ar	id document. [7]	
	Name of Person Signing	, .		

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or malled to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# SCHEDULE A

# TO

# RECORDATION FORM COVER SHEET $\frac{TRADEMARKS\ ONLY}{TRADEMARKS\ ONLY}$

Mark	Type of Mark	Status	Country	Registration No.	Registered Owner
TRAFFICWARE	Word Mark	Registered	United States of America	2,452,322	Trafficware, LLC
SYNCHRO	Word Mark	Registered	United States of America	2,277,968	Trafficware, LLC
SIMTRAFFIC	Word Mark	Registered	United States of America	2,279,263	Trafficware, LLC
SYNCHROGREEN	Word Mark	Registered	United States of America	3,852,591	Trafficware, LLC

2093343.1

## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 7, 2012, by TRAFFICWARE, LLC, a Texas limited liability company ("Grantor"), in favor of ALLY COMMERCIAL FINANCE LLC, a Delaware limited liability company, as administrative agent ("Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against all Trademarks (as defined in the Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising.

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

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks").
- 3. LOAN AGREEMENT. The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. COUNTERPARTS. This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.
- 5. APPLICABLE LAW. This Grant of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law).

[Signature page follows]

2066657.5

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Name: Damon S. Judd
Title: Vice President, Treasurer and Secretary

TRAFFICWARE, LLC

ACCEPTED AND ACKNOWLEDGED	BY
ALLY COMMERCIAL FINANCE LI as Agent	.C,
Ву:	
Name:	
Title:	

Great of Security Interest in Traderuarks

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

### TRAFFICWARE, LLC

Ву:	
Name:	
Title: _	

ACCEPTED AND ACKNOWLEDGED BY:

ALLY COMMERCIAL FINANCE LLC,

as Agent

(\_\_\_\_\_

Name: <u>(2804-605</u>

1/E (O

Grant of Security Interest in Trademarks

#### ACKNOWLEDGMENT OF GRANTOR

STATE OF TRETACTS

COUNTY OF TIMES.

On this day of March, 2012, before me personally came Damon S. Judd, to me known, who being duly sworn, did depose and say, that s/he is the Vice President, Treasurer and Secretary of Trafficware, LLC, the entity described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the Board of Directors of gaid entity.

Notary Public

HOTARY PUBLIC OF GO OF BURNEY SE 2014

> Asknowledgment of Grantor to Grant of Security Interest in Tradomerks

## Schedule A

Mark	Type of Mark	Status	Country	Registration No.	Registered Owner
TRAFFICWARE	Word Mark	Registered	United States of America	2,452,322	Trafficware, LLC
SYNCHRO	Word Mark	Registered	United States of America	2,277,968	Trafficware, LLC
SIMTRAFFIC	Word Mark	Registered	United States of America	2,279,263	Trafficware, LLC
SYNCHROGREEN	Word Mark	Registered	United States of America	3,852,591	Trafficware, LLC

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**RECORDED: 03/08/2012**