

SCHEDULE A

TO

**RECORDATION FORM COVER SHEET
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

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]

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.

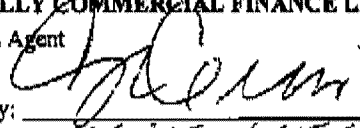
TRAFFICWARE, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ALLY COMMERCIAL FINANCE LLC,

as Agent

By: 
Name: GEORGE KIECO
Title: MANAGING DIRECTOR

Grant of Security Interest in Trademarks

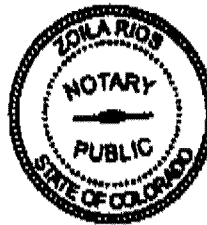
TRADEMARK
REEL: 004735 FRAME: 0330

ACKNOWLEDGMENT OF GRANTOR

STATE OF Colorado
COUNTY OF Danvers) ss.:

On this 7th 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 said entity.

Moula Rios
Notary Public



My Commission Expires March 30, 2014

Acknowledgment of Grantor to
Grant of Security Interest in
Trademarks

Schedule A

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