# OP \$115.00 245232;

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM417724

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Ratification and Amendment of Grant of Security Interest in Trademarks	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trafficware, LLC		02/24/2017	Limited Liability Company: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Ally Commercial Finance LLC, as Agent	
Street Address:	300 Park Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2452322	TRAFFICWARE
Registration Number:	2277968	SYNCHRO
Registration Number:	2279263	SIMTRAFFIC
Registration Number:	3852591	SYNCHROGREEN

#### CORRESPONDENCE DATA

**Fax Number:** 8009144240

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.

**Phone:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

Correspondent Name: James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

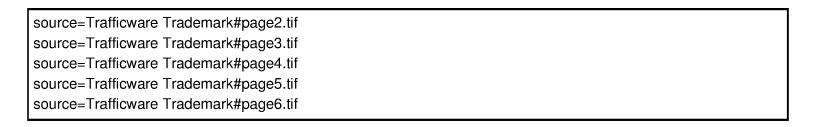
NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	02/28/2017

**Total Attachments: 6** 

source=Trafficware Trademark#page1.tif

TRADEMARK REEL: 005997 FRAME: 0315

900396554



TRADEMARK REEL: 005997 FRAME: 0316

RECORDATION FORM COVER SHEET			
	RKS ONLY		
To the director of the U. S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.		
Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies) ☐ Yes		
Trafficware_LLC	Additional names, addresses, or citizenship attached?		
	Name: Ally Commerical Finance LLC, as Agent		
☐ Individual(s) ☐ Association	Internal Address:		
☐General Partnership ☐Limited Partnership	Street Address: 300 Park Avenue		
☐ Corporation	Ole a New Year		
☑Limited Liability Company	City: New York		
Citizenship: <u>TX</u>	State: NY		
Execution Date(s) February 24, 2017	Country: USA Zip: 10022		
Additional names of conveying parties attached? □Yes ⊠No			
	Association Citizenship:		
3. Nature of conveyance:	General Partnership Citizenship:		
☐ Assignment ☐ Merger	☐ Limited Partnership Citizenship:		
☐ Security Agreement ☐ Change of Name	Corporation Citizenship:		
☑ Other Ratification and Amendment of Grant of Security	Other LLC Citizenship: DE		
Interest in Trademarks	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and identi	fication or description of the Trademark.		
A. Trademark Application No.(s) See Attached Schedule 1	B. Trademark Registration No.(s) See Attached Schedule 1		
C. Identification of Description of Tradomark/o /ond Elling Date (	Additional sheet(s) attached? ⊠ Yes □No		
C. Identification or Description of Trademark(s) (and Filing Date if			
5. Name address of party to whom correspondence 6. Total number of applications and concerning document should be mailed:			
Name: Susan O'Brien	registrations involved: 4		
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$  Authorized to be charged by credit card		
Street Address: 187 Wolf Road, Suite 101	☐ Authorized to be charged to deposit account		
City: <u>Albany</u>	☐ Enclosed		
	8. Payment Information:		
C C	a. Credit Card Last 4 Numbers		
Phone Number: 800-342-3676	Expiration Date		
Fax Number: 800-962-7049	b. Deposit Account Number		
Email Address: cls-udsalbany@wolterskluwer.com	Authorized User Name:		
9. Signature: Signature	February 27, 2017		
Gloria Sheehan	Date Total number of pages including cover sheet, attachments, and document: 6		

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

February 24, 2017

#### ALLY COMMERCIAL FINANCE LLC, as Administrative Agent

1185 Avenue of the Americas, 2nd Floor

New York, New York 10036 Attn: SFD Portfolio Manager

Re: Ratification and Amendment of Grant of Security Interest in Trademarks

#### Ladies and Gentlemen:

Reference is made to that certain Grant of Security Interest in Trademarks, dated March 7, 2012 (as amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Trademark Agreement"), executed by TRAFFICWARE, LLC ("Grantor") in favor of ALLY COMMERCIAL FINANCE LLC, in its capacity as Administrative Agent ("Agent") for the lenders party to the Existing Loan Agreement referred to below, which such Trademark Agreement was executed in connection with that certain Loan and Security Agreement, dated March 7, 2012, by and among Trafficware Group, Inc. f/k/a Naztec, Inc., Trafficware and ATS Intermediate Holdings, Inc. (individually and collectively "Borrowers", and each individually a "Borrower"), Agent, and the Lenders party thereto (the "Existing Loan Agreement").

Reference is also made to the Amended and Restated Loan and Security Agreement, dated the date hereof, by and among Borrowers, Agent and the Lenders party thereto (as amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Restated Loan Agreement") which Restated Loan Agreement amends and restates in its entirety the Original Loan Agreement.

Grantor hereby (i) acknowledges and consents to the execution and delivery of the Restated Loan Agreement and (ii) confirms that the "Loan Agreement" referred to in the Trademark Agreement shall mean the Restated Loan Agreement.

In addition to the foregoing, the Trademark Agreement is hereby amended as follows:

Schedule A to the Trademark Agreement is hereby amended and restated in its entirety and replaced with the schedule attached hereto.

Except as specifically set forth herein, no other modifications or amendments to the Trademark Agreement are intended or implied, and in all other respects each of the Trademark Agreement shall continue in full force and effect in accordance with its terms as of the date hereof.

Nothing in this agreement shall be deemed to prejudice, waive, compromise, discharge or otherwise affect any and all claims, security interests, rights and remedies which Agent now has or may hereafter have against any person not a party hereto or any of such person's assets, under applicable law or otherwise, all of which are hereby expressly reserved.

This agreement constitutes a continuing obligation and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of and be enforceable by Agent and the Lenders and their respective successors, endorsees, transferees and assigns.

TRADEMARK REEL: 005997 FRAME: 0318 Grantor hereby agrees that it shall, from time to time, execute and deliver any and all additional and/or supplemental instruments, and do such other acts and things, as may be necessary or desirable to affect the purposes of this agreement, and the consummation of the transactions contemplated hereby.

This agreement sets forth the entire agreement and understanding of Grantor and Agent with respect to the matters set forth herein, and supersedes any and all prior agreements and understandings of the parties hereto with respect to the foregoing, and this agreement cannot be changed, modified, amended or terminated except in writing executed by the party to be charged.

[SIGNATURE PAGE FOLLOWS]

4642127.2

TRADEMARK
REEL: 005997 FRAME: 0319

Very truly yours,

TRAFFICWARE, LLC

By:

Title: foe Custer
Chief Financial Officer and Treasurer

ACKNOWLEDGED AND AGREED:

ALLY COMMERCIAL FINANCE LLC,
as Administrative Agent

By:
Name:

Title:

Signature Page to Ratification of Trademark Agreement

# Very truly yours,

# TRAFFICWARE, LLC

	Ву:
	Title:
ACKNOWLEDGED AND AGREED:	
ALLY COMMERCIAL FINANCE LLC, as Administrative Agent	
By: Sulleites	
Name: Joel Richards	
Title: Authorized Signatory	-

# Schedule A

Mark	Status	Сониту		
	30013	Country	Registration No	Repaired Owner
TRAFFICWARE	Registered	United States of America	2,452,322	Trafficware, LLC
SYNCHRO	Registered	United States of America	2,277,968	Trafficware, LLC
SIMTRAFFIC	Registered	United States of America	2,279,263	Trafficware, LLC
SYNCHROGREEN	Registered	United States of America	3,852,591	Trafficware, LLC
TRAFFICWARE	Registered	Canada	623,166	Trafficware, LLC
SYNCHRO	Registered	Canada	TMA632386	Trafficware, LLC
SIMTRAFFIC	Registered	Canada	1199710 TMA623345	Trafficware, LLC
TRAFFICWARE	Abandoned	China	9115497	Trafficware, LLC
SYNCHRO	Abandoned	China	9115405	Trafficware, LLC
SIMTRAFFIC	Abandoned	China	9115498	Traffieware, LLC
TRAFFICWARE	Registered	European Union	9687963	Trafficware, LLC
SYNCHRO	Registered	European Union	9687931	Trafficware, LLC
SIMTRAFFIC	Registered	European Union	3467834	Trafficware, LLC

4642127.2

TRADEMARK REEL: 005997 FRAME: 0322