

12-17-2002

Atty Docket No.: 114944.00131

FORM PTO-1595  
1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102313442

To the Honorable Commissioner of Patents, I hereby request the attached original documents or copy thereof.

1. Name of conveying party(ies):

Transcore, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: TC (Bermuda) License, Ltd.

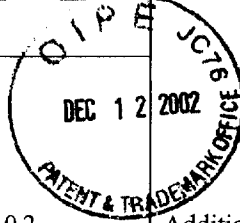
Address: 41 Cedar Avenue, Cedar House  
Hamilton, Bermuda HM 12

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 4, 2002

Additional name(s) and address(es) attached? Yes  No



4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,144,553

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

BLANK ROME COMISKY & MCCAULEY LLP  
THE FARRAGUT BUILDING  
SUITE 1000  
900 17<sup>TH</sup> STREET, NW  
WASHINGTON, DC 20006



6. Total applications and patents involved: 1

7. Total fee (37 CFR 3.41):

- Enclosed \$40.00
- Authorized to be charged to deposit account

8. Deposit account number: 23-2185

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael C. Greenbaum

Name of Person Signing

Signature

Dec. 12, 2002

Date

Registration Number: 28,419

Total number of pages including this cover sheet: 4

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents  
Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 13625 FRAME: 0716

## PATENT ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Transcore, Inc., a Delaware corporation, having a principal place of business at 8158 Adams Drive, Liberty Centre, Hummelstown, Pennsylvania 17036, (hereinafter referred to as the "ASSIGNOR") hereby assigns and transfers to TC (Bermuda) License, Ltd., a Bermuda company having a principal place of business at 41 Cedar Avenue, Cedar House, Hamilton, Bermuda HM 12, and its successors, assigns and legal representatives (hereinafter referred to as the "ASSIGNEE"), all of the right, title and interest of ASSIGNOR of the patents and patent applications set out in the attached Schedule A (the "Patents").

This Assignment includes all of ASSIGNOR's right, title and interest in, to and under the Patents and all divisions, renewals, continuations and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent which may hereafter be filed for said Patents in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Patents in any country or countries foreign to the United States hereby authorized, and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to record ASSIGNEE as the owner of all such Patents and to issue all Letters Patent for said Patents to be in the name of the said ASSIGNEE, as assignee of the Patents, for the sole use of ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. The transferred rights include the right to collect any royalties, license fees, or other amounts related to the Patents owing from third parties, as well as the right to bring infringement or similar actions that may have accrued prior to this Agreement.

This Assignments includes the right to claim priority based on the filing date of the Patents and Patent Applications in Schedule A under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Conventions, and all other treaties of like purposes. This Assignment also includes the right to sue for past infringement of the above-mentioned patents.

ASSIGNOR hereby covenants and agrees to and with the said ASSIGNEE, that, as of the effective date of this Assignment, the said ASSIGNOR was the sole and lawful owner of the entire right, title and interest in and to the said above-mentioned Patents, and that the same were unencumbered and that the said ASSIGNOR had good and full right and lawful authority to sell and convey the same in the manner herein set forth. ASSIGNOR hereby further covenants that no assignment, sale agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment.

ASSIGNOR further covenants for itself and its respective heirs, legal representatives and assigns to provide to ASSIGNEE promptly upon the request of ASSIGNEE and at the expense of ASSIGNEE all pertinent facts and documents relating to said inventions and said patents and legal equivalents as may be known and accessible to ASSIGNOR and promptly to execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue or enforce said inventions, improvements, said above-mentioned Patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR hereby requests the Commissioner of Patents and Trademarks to issue any Letters Patent or Reissue Patent of said Patents or extensions thereof to the said ASSIGNEE.

TRANSCORE, INC.

12-4-2002  
Date

By: [Signature]  
Claudia F. Wiegand  
Senior Vice President,  
Secretary and Treasurer

State of PA )  
County of Phila ) ss.

Before me this 4<sup>th</sup> day of December, 2002, personally appeared Claudia F. Wiegand, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that she executed the same of her free act and deed for the purposes therein contained.

[Signature]  
Notary Public  
My Commission Expires:

NOTARIAL SEAL  
IVY M. SHAPIRO, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires October 22, 2005

**SCHEDULE A**

<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
United States	Electronic vehicle toll collection system and method	5,144,553	Sept. 1, 1992