

Any Docket No.: 114944-00100

FORM PTO 1595
1-31-02

4-22-03

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04-25-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents. Please

ments or copy thereof.

1. Name of conveying party(ies):

American Traffic Systems

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

3. Nature of Conveyance:

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

Execution Date: March 4, 2003

102430670
Name and address of receiving party(ies):

Name: TC (Bermuda) License, Ltd.

Address: 8157 Adams Drive
Liberty Centre-Building 200
Hummelstown, Pennsylvania

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)

5,912,822

~~6,111,523~~

5,948,038

Additional numbers attached? ☐ Yes ☒ No

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

BLANK ROME LLP
THE FARRAGUT BUILDING
SUITE 1000
900 17TH STREET, NW
WASHINGTON, DC 20006

6. Total applications and patents involved: 6

7. Total fee (37 CFR 3.41):

- ☒ Enclosed \$120.00
☐ Authorized to be charged to deposit account

8. Deposit account number: 23-2185

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



27557

PATENT TRADEMARK OFFICE

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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

April 22, 2003

Name of Person Signing

Signature

Date

4/24/03 DBYRNE 00000143 5912822
01 FC18021

Registration Number:

220,401,000

Total number of pages including this cover sheet: 5

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

Commissioner of Patents
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PATENT
REEL: 013974 FRAME: 0882

PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of March 4, 2003 by ATS Holdings, Inc., an Arizona corporation with its principal place of business at 120 W. Kansas, McPherson, Kansas, ("ATS"), formerly known as American Traffic Systems, Inc.

WHEREAS, on or about June 30, 2000 American Traffic Systems, Inc. and TransCore, Inc. a Delaware corporation now known as TransCore, LP a Delaware limited partnership with its principal place of business at 8158 Adams Drive, Liberty Centre-Building 200, Hummelstown, Pennsylvania ("TransCore") entered into the following Agreements:

- Asset Purchase Agreement;
- ATS Technology and Trademark Assignment Agreement ("Technology and Trademark Assignment Agreement"); and
- License Agreement.

WHEREAS, pursuant to the License Agreement, ATS licensed to TransCore certain patents, patent application and other technology as identified in Schedule A of this Assignment ("Patents") for a three (3) year term at the end of which full ownership of the items licensed to TransCore would be immediately vested in TransCore according to the terms of the Technology and Trademark Assignment Agreement.

WHEREAS, TransCore and TC (Bermuda) License, Ltd. ("TBL") are parties to a license agreement dated September 10, 2001 which provides that any future intellectual property rights created or otherwise owned or acquired by TransCore after September 10, 2001 shall be deemed to be owned by TBL and shall be deemed assigned and transferred to TBL.

WHEREAS, ATS and TransCore agree to terminate the License Agreement and immediately transfer full ownership of the Patents and entered into a Patent Transfer and Assignment Agreement dated March 4, 2003 to effect that agreement.

WHEREAS, in recognition of the contract provisions described above governing intellectual property rights acquired by TransCore after September 10, 2001 and as a convenience to TransCore, in the Patent Transfer and Assignment Agreement ATS agreed to transfer full ownership of the Patents directly to TBL; and

WHEREAS, TransCore and its designee, TBL desire to acquire all of ATS' right, title and interest in, to and under said Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ATS has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to TBL, its successors, legal representatives and assigns, all of ATS' right, title and interest in, to and under the Patents and all divisions, renewals and continuations of the Patents, 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 the 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 TBL as the owner of all such Patents and issue all Letter Patent for said Patents to TBL, as assignee of the patent applications listed on Schedule A of this Assignment, for the sole use of TBL, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

ATS hereby requests the Commissioner of Patents and Trademarks to record TBL as assignee of the U.S. Patents and Patent Applications listed on Schedule A for the sole use and engagement of the TBL, its successors, legal representatives and assigns.

ATS further agrees without additional consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as TransCore or its designee may from time to time reasonably request to effect fully this Assignment and to permit TBL to be duly recorded as the registered owner of the Patents in the countries in which such Patents are currently registered, as set forth on Schedule A, and all other rights hereby conveyed.

ATS Holdings, Inc.

By: 

Name: **John K. Bremyer, President**

Date: March 4, 2003

TC (Bermuda) License, Ltd.

By: 

Name: Claudia F. Wiegand

Date: March 4, 2003

Executive Vice President

SCHEDULE A

Patent Description	Patent #
Frequency Domain Processing	US #5,912,822
Red Light Camera System	US #6,111,523
Traffic Violation Processing System/Auto Scan	US #5,948,038 AUS #730823 EPO Application #97936361.1

STATE OF KANSAS)
) SS.
COUNTY OF McPHERSON)

The foregoing Patent Assignment from ATS Holdings, Inc. to TC (Bermuda) License, Ltd.
was acknowledged before me on this 9th day of March 2003 , by John K. Bremyer
the President of ATS Holdings, Inc., an Arizona corporation, on behalf of the corporation.



Brett A. Reber
NOTARY PUBLIC

My Commission Expires: _____

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