

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release by Secured Party
CONVEYING PARTY DATA	
Name	Execution Date
Columbia Partners L.L.C. Investment Management	01/30/2006
RECEIVING PARTY DATA	
Name:	Traffic.com, Inc.
Street Address:	851 Duportail Road, Suite 220
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10447530
Application Number:	10463056
Application Number:	10611494
CORRESPONDENCE DATA	
Fax Number:	(202)778-5711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	cgwiazda@cov.com
Correspondent Name:	Covington & Burling
Address Line 1:	1201 Pennsylvania Avenue
Address Line 2:	Patent Docketing
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	029413.00004
NAME OF SUBMITTER:	Cathy Gwiazda

CH \$120.00 10447530

Total Attachments: 3
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Columbia Partners L.L.C. Investment Management
1775 Pennsylvania Avenue, NW
Washington, D.C. 20006

January 30, 2006

Traffic.com, Inc.
851 Duportail Road
Suite 220
Wayne, PA 19087
Attention: Robert N. Verratti, Chief Executive Officer

Re: Amended and Restated Credit Agreement dated March 29, 2002 (as amended, the "Credit Agreement") by and among TRAFFIC.COM, INC., a Delaware corporation (f/k/a Mobility Technologies, Inc.) (the "Borrower"); NATIONAL ELECTRICAL BENEFIT FUND ("NEBF"); and COLUMBIA PARTNERS, L.L.C. INVESTMENT MANAGEMENT, in its capacity as agent for Lenders (the "Agent")

Dear Mr. Verratti:

Agent and NEBF have been informed that Borrower intends to prepay in full all amounts owing under the Credit Agreement and the other Loan Documents. Capitalized terms used in this letter but not otherwise defined herein will have the meanings given such terms in the Credit Agreement.

Effective upon payment in full in immediately available funds of all of the Obligations (as more specifically set forth below), (i) Agent hereby releases its security interest in the Collateral, (ii) all Obligations of the Borrower under the Loan Documents (other than indemnification Obligations thereunder) shall be released and discharged, and (iii) Agent and NEBF agree that the Loan Documents shall be terminated and shall be of no further force or effect. For purposes of the preceding sentence, "Loan Documents" shall not include any outstanding warrants to purchase equity securities of Borrower held by Agent or Lender. The Obligations due and owing to Agent and Lender as of the date hereof are \$37,702,500.00, provided the Agent receives a Fedwire reference number for payment of such Obligations by **1:00 p.m. (EST) on January 30, 2006**. The breakdown of the Obligations are as follows:

1. Outstanding principal and interest under the Notes in the aggregate amount of \$37,697,000.00; and
2. Legal fees currently outstanding and those incurred in connection with this payoff in the aggregate amount of \$5,500.00.

Agent hereby authorizes Borrower or Borrower's designee to file all necessary termination statements and such other instruments of release and discharge pertaining to the Agent's security interest in the Collateral on Agent's behalf upon receipt by Agent of

payment in full in immediately available funds of all amounts described in this letter, provided that such funds are received on or before the date and time set forth above. The Agent will, from and after the time it received payment in accordance with the terms of this letter, deliver such other termination statements or documents as Borrower may reasonably request to effectuate, or reflect of public record, the release and discharge of its security interest in the Collateral. The wire transfer instructions for payment are as follows:

Bank: Federal Reserve Bank of Boston
ABA No. 011001234
Credit DDA A/C No. 108111
Further Credit A/C No. A/C IBWF 0003 Mellon
Contact: Lacy Meybohm 617-382-9254
Reference: Traffic.com loan payoff

Very Truly Yours,

**COLUMBIA PARTNERS, L.L.C. INVESTMENT
MANAGEMENT,**
as Agent

By: *Christopher J. DeBartolo*
Name: Christopher J. DeBartolo
Title: MANAGING DIRECTOR

NATIONAL ELECTRICAL BENEFIT FUND

By: Columbia Partners, L.L.C. Investment
Management, its Authorized Signatory

By: *Christopher J. DeBartolo*
Name: Christopher J. DeBartolo