

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4440499

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
AMERICAN TRAFFIC SOLUTIONS, INC.	05/31/2017
ATS TOLLING LLC	05/31/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	555 CALIFORNIA ST., 4TH FLOOR, MC: CA5-705-04-09
<b>Internal Address:</b>	AGENCY MANAGEMENT
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104

**PROPERTY NUMBERS Total: 37**

Property Type	Number
Patent Number:	6647361
Patent Number:	6573929
Patent Number:	6950789
Patent Number:	6281808
Patent Number:	6970102
Patent Number:	8134693
Patent Number:	6560360
Patent Number:	7149533
Patent Number:	7221928
Patent Number:	8213685
Patent Number:	9280895
Patent Number:	8184863
Patent Number:	8600116
Patent Number:	9002068
Patent Number:	6127938
Patent Number:	8284996
Patent Number:	D743290
Patent Number:	7407097

PATENT

Property Type	Number
Patent Number:	8473332
Patent Number:	8473333
Patent Number:	8768753
Patent Number:	8744905
Patent Number:	8768754
Patent Number:	9418487
Patent Number:	8374909
Patent Number:	8195506
Patent Number:	7501961
Patent Number:	7774228
Patent Number:	8363899
Patent Number:	8738525
Patent Number:	8754750
Application Number:	13894501
Application Number:	14244023
Application Number:	14994524
Application Number:	13737272
Application Number:	14268357
Application Number:	14471300

**CORRESPONDENCE DATA**

**Fax Number:** (800)914-4240  
*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

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	06/01/2017

**Total Attachments: 9**  
source=21. ATS - First Lien Patent Security Agreement#page1.tif  
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source=21. ATS - First Lien Patent Security Agreement#page3.tif  
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

American Traffic Solutions, Inc.  
ATS Tolling LLC

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) May 31, 2017

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other First Lien Security Agreement

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

Name: Bank of America, N.A., as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: Agency Management,

555 California St., 4th Floor, MC: CA5-705-04-09

City: San Francisco

State: CA

Country: USA Zip: 94104

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached?  Yes  No

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

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and patents involved: 37**

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

May 31, 2017

Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

9

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

FIRST LIEN PATENT SECURITY AGREEMENT

FIRST LIEN PATENT SECURITY AGREEMENT, dated as of May 31, 2017, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Patent Security Agreement (this "Patent Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto (other than Excluded Collateral); and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Patent Security Agreement is subject to the terms and conditions set forth in the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement (each as defined in the Credit Agreement) in all respects and, in the event of any conflict between the

terms of the ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, and this Patent Security Agreement, the terms of ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, shall govern.

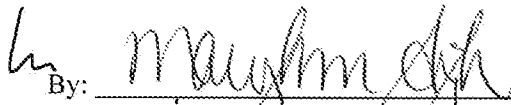
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UPON AND FOLLOWING THE CONSUMMATION OF  
THE MERGER:

AMERICAN TRAFFIC SOLUTIONS, INC.,  
ATS TOLLING LLC

By:   
Name: Mary Ann Sigler  
Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: *Aamir Saleem*

Name:

Title:

**Aamir Saleem  
Vice President**



**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

OWNER	REGISTRATION NUMBER	NAME
AMERICAN TRAFFIC SOLUTIONS, INC.	6647361	NON-VIOLATION EVENT FILTERING FOR A TRAFFIC LIGHT VIOLATION DETECTION SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	6573929	TRAFFIC LIGHT VIOLATION PREDICTION AND RECORDING SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	6950789	TRAFFIC VIOLATION DETECTION AT AN INTERSECTION EMPLOYING A VIRTUAL VIOLATION LINE
AMERICAN TRAFFIC SOLUTIONS, INC.	6281808	TRAFFIC LIGHT COLLISION AVOIDANCE SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	6970102	TRAFFIC VIOLATION DETECTION, RECORDING AND EVIDENCE PROCESSING SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	8134693	TRAFFIC VIOLATION DETECTION, RECORDING AND EVIDENCE PROCESSING SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	6560360	FEED FORWARD FEED BACK MULTIPLE NEURAL NETWORK WITH CONTEXT DRIVEN RECOGNITION
AMERICAN TRAFFIC SOLUTIONS, INC.	7149533	WIRELESS VIRTUAL CAMPUS ESCORT SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	7221928	MOBILE EMERGENCY NOTIFICATION SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	8213685	VIDEO SPEED DETECTION SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	9280895	SYSTEM AND METHOD FOR DETECTING TRAFFIC VIOLATIONS ON

		RESTRICTED ROADWAYS
AMERICAN TRAFFIC SOLUTIONS, INC.	8184863	VIDEO SPEED DETECTION SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	8600116	VIDEO SPEED DETECTION SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC.	9002068	VIDEO SPEED DETECTION SYSTEM
AMERICAN TRAFFIC SOLUTIONS, INC. <sup>1</sup>	6127938	ADJUSTABLE SHIELD FOR VEHICLE MOUNTED TOLL COLLECTION IDENTIFIER
AMERICAN TRAFFIC SOLUTIONS, INC.	8284996	MULTIPLE OBJECT SPEED TRACKING SYSTEM
ATS TOLLING LLC	D743290	TRANSPONDER ENCLOSURE
ATS TOLLING LLC	7407097	TOLL FEE SYSTEM AND METHOD
ATS TOLLING LLC	8473332	TOLL FEE SYSTEM AND METHOD
ATS TOLLING LLC	8473333	TOLL FEE SYSTEM AND METHOD
ATS TOLLING LLC	8768753	SYSTEM, METHOD AND COMPUTER READABLE MEDIUM FOR BILLING TOLLS
ATS TOLLING LLC	8744905	SYSTEM, METHOD AND COMPUTER READABLE MEDIUM FOR BILLING TOLLS
ATS TOLLING LLC	8768754	BILLING A RENTED THIRD PARTY TRANSPORT INCLUDING AN ON-BOARD UNIT
ATS TOLLING LLC	9418487	BILLING A RENTED THIRD PARTY TRANSPORT INCLUDING AN ON-BOARD UNIT
ATS TOLLING LLC	8374909	SYSTEM, METHOD AND COMPUTER READABLE MEDIUM FOR BILLING

<sup>1</sup> Assignment from Platepass L.L.C. to American Traffic Solutions, Inc. to be recorded.

		BASED ON A DURATION OF A SERVICE PERIOD
ATS TOLLING LLC	8195506	SYSTEM, METHOD AND COMPUTER READABLE MEDIUM FOR BILLING BASED ON A DURATION OF A SERVICE PERIOD
ATS TOLLING LLC	7501961	DETERMINING A TOLL AMOUNT
ATS TOLLING LLC	7774228	TRANSFERRING TOLL DATA FROM A THIRD PARTY OPERATED TRANSPORT TO A USER ACCOUNT
ATS TOLLING LLC	8363899	METHOD AND SYSTEM FOR PROCESSING VEHICULAR VIOLATIONS
ATS TOLLING LLC	8738525	METHOD AND SYSTEM FOR PROCESSING VEHICULAR VIOLATIONS
ATS TOLLING LLC	8754750	VEHICLE MOUNTED DIRECTIONALLY FOCUSED TOLLING DEVICE ENCLOSURE

**Patent Applications:**

OWNER	APPLICATION NUMBER	NAME
ATS TOLLING LLC	13/894,501	TOLL FEE SYSTEM AND METHOD
ATS TOLLING LLC	14/244,023	SYSTEM, METHOD AND COMPUTER READABLE MEDIUM FOR BILLING TOLLS
ATS TOLLING LLC	14/994,524	BILLING A RENTED THIRD PARTY TRANSPORT INCLUDING AN ON-BOARD UNIT
ATS TOLLING LLC	13/737,272	SYSTEM, METHOD AND COMPUTER READABLE MEDIUM FOR BILLING BASED ON A DURATION OF A SERVICE PERIOD
ATS TOLLING LLC	14/268,357	METHOD AND SYSTEM FOR PROCESSING VEHICULAR VIOLATIONS

ATS TOLLING LLC	14/471,300	METHOD AND SYSTEM FOR TOLL PAYMENT SERVICE
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