



-Y

1603

b settings = = = v

To the Honorable Commissioner of

102332233

attached original documents or copy thereof.

Name of conveying party(ies):

TC (Bermuda) License, Ltd.

2003 JAN -6 PM 12: 05

FINANCE SECTION

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as agent

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

Street Address: 111 W. Monroe

City: Chicago State: IL ZIP: 60603

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other \_\_\_\_\_

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)

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

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other \_\_\_\_\_

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Conditional Assignment and Trademark

Security Agreement

Execution Date: October 18, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2289162

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

01/09/2003 DDVAME 00000073 2289162

01 FC:8521  
02 FC:8522

40.00 OP  
1950.00 OP

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signing

[Signature]  
Signature

12/30/02  
Date

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

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

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS

Continuation  
Item 4

TRADEMARKS AND SERVICE MARKS OWNED OR APPLIED FOR BY TC (BERMUDA) LICENSE, LTD.

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
1 A AMTECH CORPORATION and Design	2,289,162	10/26/99
2 A AMTECH CORPORATION and Design	2,304,431	12/28/99
3 AIRTIS	(75/916,853)	(02/10/00)
AMTECH	2,081,055	07/22/97
AMTECH	2,260,643	07/13/99
AMTECH BACKSCATTER	1,856,753	10/4/94
ATLAS	2,510,022	11/20/01
AUTO PASO	(75/854,904)	(11/22/99)
AUTOPATROL	1,895,973	05/30/1995
AVID SYSTEMS	1,960,603	03/05/96
CALTAG	(74/253,858)	(03/09/92)
CONNECTIONS THAT MOVE	2,525,545	01/01/02
DAT	2,288,526	10/26/1999
DATCONEXUS	(76/182,867)	(12/13/00)
DAT CONNECT	2,288,525	10/26/1999
DAT DAILY	2,287,087	10/19/1999
17 DAT DIAL	2,308,304	01/18/00
18 DATINTERNET	(76/147,862)	(10/16/00)
19 DAT LIVE	(76/419,859)	(6/12/02)
20 DAT-LOAD-BOARD	(76/412,855)	(5/28/02)

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

21

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
DAT PARTNERS	2,455,907	05/29/01
DAT SERVICES	(76/328,802)	(10/23/01)
DAT SERVICES	1,589,365	05/27/90
DAT SERVICES and Design	2,433,362	01/13/00
DAT SERVICES STARFAX	1,714,194	09/08/92
DATXCHANGE	(76/149,110)	(0/17/00)
DIAL-A-TRUCK and Design	1,341,391	06/11/85
DIRECT-A-CALL CALLBOARD	(76/422,078)	(6/19/02)
EGO	(76/222,505)	(03/09/01)
EGO & Design	(76/269,405)	(6/8/01)
FORTE		(9/17/02)
INTERNET FREIGHT SERVICES	2,422,313	01/16/01
JHK & ASSOCIATES and Design	1,345,110	06/25/85
KEYPOINT	2,504,077	11/06/01
LANEMAKERS	2,498,376	10/16/01
LOADNET	1,441,430	06/02/87
MAKING SAFETY HAPPEN	2,090,580	08/26/97
MEXLINK	2,546,749	3/12/02
Miscellaneous Design (ATS Corporate Logo)	1,879,593	02/21/1995
Miscellaneous Design	2,504,841	11/6/01
Miscellaneous Design	2,421,834	01/16/01
MORELOADS	2,106,654	10/21/1997

42

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
P and Design	2,272,917	08/24/99
PAINLESS POSTING	2,224,591	02/16/1999
PASSKEY	2,298,655	12/07/99
PASSKEY	(75/756,972)	(07/21/99)
PHOTOPOINT	2,292,977	11/16/1999
RIDEMASTER	2,122,391	12/16/97
SAFETRAX	2,257,361	06/29/1999
SMARTPASS	2,032,523	1/21/97
SMARTPORT	(76/269,403)	(6/8/01)
SMARTTRACE	(76/342,258)	(11/27/01)
SMARTWATCH	(76/444,433)	(8/28/02)
SMARTWATCH	(76/332,844)	(10/31/01)
STARLINK DIRECT	(75/924,082)	(02/19/00)
STARPAY	2,544,851	3/5/02
STAR TAX	(75/924,716)	(02/22/00)
SYNTONIC (Stylized)	1,835,701	05/10/94
TBMS	1,906,344	07/18/95
TOLL BUSINESS MANAGEMENT SYSTEM	1,941,848	12/12/95
TOLLTAG	1,542,310	06/06/89
TOLLTAG and Design	(76/239,224)	(4/11/01)
TRAFFIC TRAK	(76/018,304)	(04/05/00)
TRAFFIC VIEW	2,546,083	3/12/02
65 TRANSORE	2,389,090	09/26/00

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
TRANSCORE and Design	2,450,813	05/15/01
TRANSCORE EXCHANGE	(76/269,400)	(6/8/01)
TRANSCORRIDOR	(76/005,557)	(3/21/00)
TRANSSUITE		(9/11/02)
TRUCKERSEDGE	(76/263,949)	(5/30/01)
UNITAG	(76/341,989)	(11/27/01)
VFREIGHT	(75/924,715)	(02/22/00)
VFREIGHT	(75/918,434)	(02/14/00)
VIACHECK	2,381,834	08/29/00
VIASTAR	(75/303,728)	(06/05/97)
VIASTAR and Design	(75/303,733)	(06/05/97)
VIASTAR DIRECT	2,251,870	06/08/99
VIASTAR GOLD	(76/030,623)	(04/20/00)
VIASTAR SERVICES CORPORATION	2,530,077	1/15/02

79

Non-U.S. Trademark Applications

*FOREIGN*

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
AMTECH	Argentina	1,989,795	July 11, 2002
AMTECH	Brazil	817,085,661	February 8, 1993
AMTECH	Community Trademark	2,179,729	April 17, 2001
AMTECH	Russia	2001/721722	July 19, 2001

TM

**EXECUTION VERSION**

**CONDITIONAL ASSIGNMENT AND  
TRADEMARK SECURITY AGREEMENT**

**THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of the 18th day of October, 2002, among TRANSCORE HOLDINGS, INC., a Delaware corporation ("Parent"), TRANSCORE, LP, a Delaware limited partnership formerly known as, and successor by conversion to, TransCore, Inc. ("TransCore"), TRANSCORE ITS, INC., a Delaware corporation ("TransCore ITS"), VIASTAR SERVICES, LP, a Texas limited partnership formerly known as, and successor by conversion to, Viastar Services Corporation ("Viastar Services"), AMTECH SYSTEMS CORPORATION, a Delaware corporation ("Amtech Systems"), AMTECH WORLD CORPORATION, a Delaware corporation ("Amtech World"), TRANSCORE PARTNERS, INC., a Delaware corporation formerly known as AMGT Corporation ("AMGT"), TRANSCORE COMMERCIAL SERVICES, INC., a Delaware corporation formerly known as DAT Acquisition Corp. ("DAT"), TRANSCORE CNUS, INC., a Delaware corporation ("Link US"), TLP HOLDINGS, LLC, a Delaware limited liability company ("TLPH"), TRANSCORE ATLANTIC, INC., a Delaware Corporation ("TransCore Atlantic"), TC (BERMUDA) FINANCE, LTD., a Bermuda company limited by shares ("TBF"), and TC (BERMUDA) LICENSE, LTD., a Bermuda company limited by shares ("TBL"). (Parent, TransCore, TransCore ITS, Viastar Services, Amtech Systems, Amtech World, AMGT, DAT, Link US, TLPH, TBF, and TBL are hereafter referred to individually as a "Obligor" and collectively as the "Obligors") and HARRIS TRUST AND SAVINGS BANK, as "Agent" for the Lenders described below.

WITNESSETH:

WHEREAS, certain of the Obligors (the "Borrowers") propose to enter into a Loan Agreement dated as of October 18, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lenders and the Agent; and

WHEREAS, it is a condition precedent to the Loan Agreement that each of TBF and TBL enters into a Subsidiary Guaranty dated as of October 18, 2002 as Subsidiary Guarantors to the Loan Agreement; and

WHEREAS, it is a condition precedent to the Loan Agreement that each of TBF and TBL enters into a Security Agreement dated as of October 18, 2002 whereby each of TBF and TBL grants a security interest to Agent for the benefit of Lenders in all of its property and assets; and

WHEREAS, it is a condition precedent to the Lenders' obligation to make loans under the Loan Agreement, that Obligors grant to the Agent, for the benefit of the Lenders, a security interest and Lien on all of each Obligor's trademarks and trademark applications; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement, the Obligors have agreed to amend and restate the Existing Trademark Agreement as hereafter set forth and assign to the Agent, for the benefit of the Lenders, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Obligors hereby agree with the Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, each Obligor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Lenders, a security interest in such Obligor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in Schedule A attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Representations and Warranties.

Each Obligor represents and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof;

(b) The Trademarks listed on Schedule A constitute all of the trademark applications and registrations owned by any Obligor;

(c) Each of the Trademarks is valid and enforceable in the U.S. and the respective states thereof and all claims by others to rights in the Trademarks of which any Obligor is aware, including, without limitation, licenses, are noted on Schedule B attached hereto and by reference made a part hereof;

(d) Except as noted on Schedule B, the Obligor listed on Schedule A as the owner of one or more Trademarks is the sole and exclusive owner of the entire and

unencumbered right, title and interest in and to such Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, including, without limitation, covenants by such Obligor not to sue third persons and licenses;

(e) Each Obligor has made all necessary applications, filings and recordations to protect and maintain its interest in the Trademarks listed on Schedule A, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office; and

(f) Each Obligor has the unqualified right, power and authority to execute, deliver and perform this Agreement.

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have expired or been terminated, any Obligor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold (the "Goods") and services rendered (the "Services") in any Obligor's business, the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks or other marks of any Obligor which are confusingly similar to such mark, and Obligor shall give to the Agent prompt written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to any Obligor. Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Paragraph 3.

4. Modification of Agreement.

Each Obligor authorizes the Agent to modify this Agreement by amending Schedule A and simultaneously amending Schedule B, if necessary, to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraph 1 or Paragraph 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Obligors. The representations and warranties of the Obligors shall be deemed to be remade and restated by each Obligor as of the date of the amendment of Schedule A with respect to all Trademarks listed on the amended Schedule A at that time.

5. Covenants of Obligors.

(a) Each Obligor covenants as follows: (i) it will maintain the high standard of quality which has become associated with the Trademarks; (ii) the Agent from time to time and upon request shall have the right to inspect samples of the Goods, the procedures and facilities used to provide Services, the premises at which the Goods are produced and at which the



Services are performed and records relating to the Trademarks at the premises where such records are kept; and (iii) the Agent shall have the right to prevent use of the Trademarks on Goods and Services which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) Each Obligor further agrees that: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the expiration of any registration of any Trademark listed on Schedule A; (ii) it shall give the Agent written notice, and a complete copy, of any sublicense of any Trademark; and (iii) all uses of the Trademarks by it or its permitted sublicensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark listed on Schedule A, each Obligor agrees to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office or in any court, to (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without limitation, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement and misappropriation proceedings and the payment of fees and taxes incurred in connection therewith. Notwithstanding the foregoing, if any Obligor determines that any such Trademark is not material to such Obligor's business, such Obligor may, with the prior written consent of the Agent, elect not to pursue any such infringement action. Each Obligor agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any expenses incurred in connection with such activities shall be borne by the Obligors, and each Obligor agrees to promptly provide the Agent with written notice of any such actions or proceedings.

(d) Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under Paragraph 3.

(e) Until all of the Obligations shall have been satisfied in full and the Commitments shall have expired or been terminated, no Obligor will enter into any agreement which is inconsistent with the Obligors' obligations under this Agreement without the Agent's prior written consent.

6. Remedies Upon Default; Power of Attorney.

(a) In addition to the grant of the security interest contained in Paragraphs 1 and 3 hereof, if any Event of Default under the Loan Agreement shall have occurred, or if any

Obligor fails to perform any agreement or to meet any of its obligations hereunder, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. Each Obligor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Obligor and in the name of such Obligor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Obligor or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the Obligors to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default under the Loan Agreement shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Obligor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the terms of the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Obligors at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Obligor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Obligor, which right is hereby waived and released. Each Obligor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, no Obligor shall have any right, title, or interest in or to any of the Trademarks and each Obligor shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Loan Agreement, deliver to the Agent all Goods bearing the Trademarks.

7. Termination of Agreement.

At such time as the Obligors shall completely satisfy all of the Obligations and the Commitments shall have expired or been terminated, the Agent shall execute and deliver to the Obligors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Obligors title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

8. Limitation of Liability and Indemnification.

Each Obligor hereby releases the Agent and the Lenders from, and agrees to hold the Agent and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or the Lenders' gross negligence or willful misconduct), and each Obligor agrees to indemnify the Agent and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

9. Waiver and Amendment.

(a) No course of dealing between any Obligor and the Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders, any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto in accordance with the Loan Agreement.

10. Cumulative Rights.

All of the Agent's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or under the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

13. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Choice of Law.


The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties hereto shall be governed by the laws of the State of Illinois regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

**OBLIGORS:**

**TRANSCORE HOLDINGS, INC.**

By:   
Name: Claudia F. Wiegand  
Title: Executive Vice President

**TRANSCORE, LP**

By:   
Name: Claudia F. Wiegand  
Title: Executive Vice President


**TRANSCORE ITS, INC.**

By:   
Name: Claudia F. Wiegand  
Title: Executive Vice President

**VIASTAR SERVICES, LP**

By:   
Name: Claudia F. Wiegand  
Title: Executive Vice President

**AMTECH SYSTEMS CORPORATION**

By:   
Name: Claudia F. Wiegand  
Title: Executive Vice President

Signature Page to  
Conditional Assignment and Trademark Security Agreement

**AMTECH WORLD CORPORATION**

By: \_\_\_\_\_  
Name: Claudia F. Wiegand  
Title: Executive Vice President

**TRANSCORE PARTNERS, INC.**

By: \_\_\_\_\_  
Name: Claudia F. Wiegand  
Title: Executive Vice President

**TRANSCORE COMMERCIAL SERVICES,  
INC.**

By: \_\_\_\_\_  
Name: Claudia F. Wiegand  
Title: Executive Vice President

**TRANSCORE CNUS, INC.**

By: \_\_\_\_\_  
Name: Claudia F. Wiegand  
Title: Executive Vice President

**TLP HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Claudia F. Wiegand  
Title: Executive Vice President

**TRANSCORE ATLANTIC, INC.**

By: \_\_\_\_\_  
Name:           Claudia F. Wiegand            
Title:           Executive Vice President          

**TC (BERMUDA) FINANCE, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TC (BERMUDA) LICENSE, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSCORE ATLANTIC, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TC (BERMUDA) FINANCE, LTD.**

By: \_\_\_\_\_  
Name: Stephen James  
Title: Vice President

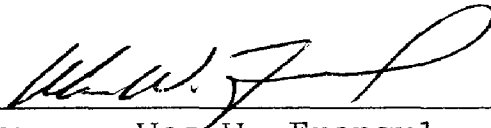
**TC (BERMUDA) LICENSE, LTD.**

By: \_\_\_\_\_  
Name: Stephen James  
Title: Vice President



**AGENT:**

**HARRIS TRUST AND SAVINGS BANK**

By:   
Name: Wes W. Frangul  
Title: Vice President

**SCHEDULE A**

**LISTING OF U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

See attached.

CHI:1101566.2

**TRADEMARK  
REEL: 002639 FRAME: 0592**

U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS



TRADEMARKS AND SERVICE MARKS OWNED OR APPLIED FOR BY TC (BERMUDA) LICENSE, LTD.

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
A AMTECH CORPORATION and Design	2,289,162	10/26/99
A AMTECH CORPORATION and Design	2,304,431	12/28/99
AIRTIS	(75/916,853)	(02/10/00)
AMTECH	2,081,055	07/22/97
AMTECH	2,260,643	07/13/99
AMTECH BACKSCATTER	1,856,753	10/4/94
ATLAS	2,510,022	11/20/01
AUTO PASO	(75/854,904)	(11/22/99)
AUTOPATROL	1,895,973	05/30/1995
AVID SYSTEMS	1,960,603	03/05/96
CALTAG	(74/253,858)	(03/09/92)
CONNECTIONS THAT MOVE	2,525,545	01/01/02
DAT	2,288,526	10/26/1999
DATCONEXUS	(76/182,867)	(12/13/00)
DAT CONNECT	2,288,525	10/26/1999
DAT DAILY	2,287,087	10/19/1999
DAT DIAL	2,308,304	01/18/00
DATINTERNET	(76/147,862)	(10/16/00)
DAT LIVE	(76/419,859)	(6/12/02)
DAT-LOAD-BOARD	(76/412,855)	(5/28/02)

111039.01000/11114318v1

111039.01000/11114318v1

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

21

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
DAT PARTNERS	2,455,907	05/29/01
DAT SERVICES	(76/328,802)	(10/23/01)
DAT SERVICES	1,589,365	05/27/90
DAT SERVICES and Design	2,433,362	01/13/00
DAT SERVICES STARFAX	1,714,194	09/08/92
DATXCHANGE	(76/149,110)	(0/17/00)
DIAL-A-TRUCK and Design	1,341,391	06/11/85
DIRECT-A-CALL CALLBOARD	(76/422,078)	(6/19/02)
EGO	(76/222,505)	(03/09/01)
EGO & Design	(76/269,405)	(6/8/01)
FORTE		(9/17/02)
INTERNET FREIGHT SERVICES	2,422,313	01/16/01
JHK & ASSOCIATES and Design	1,345,110	06/25/85
KEYPOINT	2,504,077	11/06/01
LANEMAKERS	2,498,376	10/16/01
LOADNET	1,441,430	06/02/87
MAKING SAFETY HAPPEN	2,090,580	08/26/97
MEXLINK	2,546,749	3/12/02
Miscellaneous Design (ATS Corporate Logo)	1,879,593	02/21/1995
Miscellaneous Design	2,504,841	11/6/01
Miscellaneous Design	2,421,834	01/16/01
MORELOADS	2,106,654	10/21/1997

42

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
P and Design	2,272,917	08/24/99
PAINLESS POSTING	2,224,591	02/16/1999
PASSKEY	2,298,655	12/07/99
PASSKEY	(75/756,972)	(07/21/99)
PHOTOPOINT	2,292,977	11/16/1999
RIDEMASTER	2,122,391	12/16/97
SAFETRAX	2,257,361	06/29/1999
SMARTPASS	2,032,523	1/21/97
SMARTPORT	(76/269,403)	(6/8/01)
SMARTTRACE	(76/342,258)	(11/27/01)
SMARTWATCH	(76/444,433)	(8/28/02)
SMARTWATCH	(76/332,844)	(10/31/01)
STARLINK DIRECT	(75/924,082)	(02/19/00)
STARPAY	2,544,851	3/5/02
STAR TAX	(75/924,716)	(02/22/00)
SYNTONIC (Stylized)	1,835,701	05/10/94
TBMS	1,906,344	07/18/95
TOLL BUSINESS MANAGEMENT SYSTEM	1,941,848	12/12/95
TOLLTAG	1,542,310	06/06/89
TOLLTAG and Design	(76/239,224)	(4/11/01)
TRAFFIC TRAK	(76/018,304)	(04/05/00)
TRAFFIC VIEW	2,546,083	3/12/02
65 TRANSORE	2,389,090	09/26/00

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
TRANSCORE and Design	2,450,813	05/15/01
TRANSCORE EXCHANGE	(76/269,400)	(6/8/01)
TRANSCORRIDOR	(76/005,557)	(3/21/00)
TRANSSUITE		(9/11/02)
TRUCKERSEEDGE	(76/263,949)	(5/30/01)
UNITAG	(76/341,989)	(11/27/01)
VFREIGHT	(75/924,715)	(02/22/00)
VFREIGHT	(75/918,434)	(02/14/00)
VIACHECK	2,381,834	08/29/00
VIASTAR	(75/303,728)	(06/05/97)
VIASTAR and Design	(75/303,733)	(06/05/97)
VIASTAR DIRECT	2,251,870	06/08/99
VIASTAR GOLD	(76/030,623)	(04/20/00)
VIASTAR SERVICES CORPORATION	2,530,077	1/15/02

79

Non-U.S. Trademark Applications

*FOREIGN*

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
AMTECH	Argentina	1,989,795	July 11, 2002
AMTECH	Brazil	817,085,661	February 8, 1993
AMTECH	Community Trademark	2,179,729	April 17, 2001
AMTECH	Russia	2001/721722	July 19, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
AMTECH	South Africa	2001/112439	July 19, 2001
AMTECH	South Africa	2001/112440	July 19, 2001
AMTECH	South Africa	2001/112441	July 19, 2001
DAT LIVE	Canada	1,142,973	June 6, 2002
DAT PARTNERS	Canada	1,016,748	May 21, 1999
DIRECT-A-CALL CALLBOARD			May 28, 2002
EGO	Argentina	2,341,915	June 13, 2001
EGO	Argentina	2,314,916	June 13, 2001
EGO	Argentina	2,314,917	June 13, 2001
EGO	Australia	879,010	June 13, 2001
EGO	Brazil	824.004.787	June 13, 2001
EGO	Brazil	824.004.795	June 13, 2001
EGO	Brazil	824.004.809	June 13, 2001
EGO	Canada	1,106,260	June 12, 2001
EGO	Chile	552,981	December 18, 01
EGO	China	2001101574	June 14, 2001
EGO	China	2001101575	June 14, 2001
EGO	China	2001101576	June 14, 2001
EGO	Community Trademark	2,303,832	July 16, 2001
EGO	Hong Kong	2001/12794	August 7, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
EGO	Hong Kong	2001/12795	August 7, 2001
EGO	Hong Kong	2001/12796	August 7, 2001
EGO	Japan	59039/2001	June 28, 2001
EGO	Korea	45-2001-2136	June 15, 2001
EGO	Mexico	491,303	June 18, 2001
EGO	Mexico	491,304	June 18, 2001
EGO	Russia	2001/720209	July 6, 2001
EGO	Singapore	T01/08961A	June 19, 2001
EGO	Singapore	T01/08962Z	June 16, 2001
EGO	Singapore	T01/08963H	June 16, 2001
EGO	Singapore	T01/08964F	June 16, 2001
EGO	South Africa	2001 110423	June 15, 2001
EGO	South Africa	2001 110424	June 15, 2001
EGO	South Africa	2001 110425	June 15, 2001
EGO	Taiwan	90024519	June 15, 2001
EGO	Taiwan	90024520	June 15, 2001
EGO	Taiwan	90024521	June 15, 2001
EGO	Uruguay	332,085	June 15, 2001
EGO and Design	Argentina	2,341,918	June 13, 2001
EGO and Design	Argentina	2,341,919	June 13, 2001



**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
EGO and Design	Argentina	2,341,920	June 13, 2001
EGO and Design	Australia	879,011	June 13, 2001
EGO and Design	Brazil	824.004.817	June 13, 2001
EGO and Design	Brazil	824.004.825	June 13, 2001
EGO and Design	Brazil	824.001.833	June 13, 2001
EGO and Design	Canada	1,111,889	August 7, 2001
EGO and Design	Chile	552,983	December 18, 2001
EGO and Design	Chile	552,984	December 18, 2001
EGO and Design	China	2001101571	June 14, 2001
EGO and Design	China	2001101572	June 14, 2001
EGO and Design	China	2001101573	June 14, 2001
EGO and Design	Community Trademark	2,303,899	July 16, 2001
EGO and Design	Hong Kong	2001/12791	August 7, 2001
EGO and Design	Hong Kong	2001/12792	August 7, 2001
EGO and Design	Hong Kong	2001/12793	August 7, 2001
EGO and Design	Japan	59040/2001	June 28, 2001
EGO and Design	Korea	45-2001-2137	June 15, 2001
EGO and Design	Mexico	491,302	June 18, 2001
EGO and Design	Mexico	491,307	June 18, 2001
EGO and Design	Russia	2001/720380	July 6, 2001

111039.01000/11114318v1

111039.01000/11114318v1

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
EGO and Design	Singapore	T01/08965D	June 19, 2001
EGO and Design	Singapore	T01/08966B	June 19, 2001
EGO and Design	Singapore	T01/08967J	June 19, 2001
EGO and Design	Singapore	T01/08968I	June 19, 2001
EGO and Design	South Africa	2001 110426	June 15, 2001
EGO and Design	South Africa	2001 110427	June 15, 2001
EGO and Design	South Africa	2001 110428	June 15, 2001
EGO and Design	Taiwan	90024522	June 15, 2001
EGO and Design	Taiwan	90024523	June 15, 2001
EGO and Design	Taiwan	90024524	June 15, 2001
EGO and Design	Uruguay	332,084	June 15, 2001
LANEMAKERS	Canada	1,101,685	May 1, 2001
SMARTPASS	Brazil	820,587,834	February 27, 1998
SMARTPASS	Community Trademark	2,179,810	April 17, 2001
SMARTPASS	Singapore	T97/025671I	March 5, 1997
SMARTPASS	Venezuela	020,224	October 7, 1997
TOLLTAG	Community Trademark	2,179,505	April 17, 2001
TOLLTAG	Singapore	T90/00676H	January 22, 1990
TRANSCORE	Argentina	2350609	August 27, 2001
TRANSCORE	Argentina	2350610	August 27, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
TRANSCORE	Argentina	2350611	August 27, 2001
TRANSCORE	Argentina	2350612	August 27, 2001
TRANSCORE	Argentina	2350613	August 27, 2001
TRANSCORE	Argentina	2350614	August 27, 2001
TRANSCORE	Argentina	2350615	August 27, 2001
TRANSCORE	Brazil	823.706.966	April 4, 2001
TRANSCORE	Brazil	823.706.974	April 4, 2001
TRANSCORE	Brazil	823.706.982	April 4, 2001
TRANSCORE	Brazil	823.706.990	April 4, 2001
TRANSCORE	Brazil	823.707.008	April 4, 2001
TRANSCORE	Brazil	823.707.016	April 4, 2001
TRANSCORE	Brazil	823.707.024	April 4, 2001
TRANSCORE	Canada	1,097,964	March 30, 2001
TRANSCORE	Chile	552,991	December 18, 2001
TRANSCORE	Chile	552,992	December 18, 2001
TRANSCORE	China	2001052884	April 6, 2001
TRANSCORE	China	2001052885	April 6, 2001
TRANSCORE	China	2001052886	April 6, 2001
TRANSCORE	China	2001052887	April 6, 2001
TRANSCORE	China	2001052888	April 6, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
TRANSCORE	China	2001052889	April 6, 2001
TRANSCORE	China	2001052890	April 6, 2001
TRANSCORE	Community Trademark	2,158,847	March 30, 2001
TRANSCORE	Hong Kong	2001/06265	April 20, 2001
TRANSCORE	Hong Kong	2001/06266	April 20, 2001
TRANSCORE	Hong Kong	2001/06267	April 20, 2001
TRANSCORE	Hong Kong	2001/06268	April 20, 2001
TRANSCORE	Hong Kong	2001/06269	April 20, 2001
TRANSCORE	Hong Kong	2001/06270	April 20, 2001
TRANSCORE	Hong Kong	2001/06271	April 20, 2001
TRANSCORE	Japan	49109/2001	May 31, 2001
TRANSCORE	Korea	41-2001-11488	June 15, 2001
TRANSCORE	Mexico	492,974	June 27, 2001
TRANSCORE	Mexico	492,975	June 27, 2001
TRANSCORE	Mexico	492,983	June 27, 2001
TRANSCORE	Mexico	492,984	June 27, 2001
TRANSCORE	Mexico	492,985	June 27, 2001
TRANSCORE	Mexico	492,986	June 27, 2001
TRANSCORE	Mexico	492,987	June 27, 2001
TRANSCORE	Russia	2001/718986	June 26, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
TRANSCORE	Singapore	T01/06176H	May 3, 2001
TRANSCORE	Singapore	T01/06177F	May 3, 2001
TRANSCORE	Singapore	T01/06178D	May 3, 2001
TRANSCORE	Singapore	T01/06179B	May 3, 2001
TRANSCORE	Singapore	T01/06180F	May 3, 2001
TRANSCORE	Singapore	T01/06181D	May 3, 2001
TRANSCORE	Singapore	T01/06182B	May 3, 2001
TRANSCORE	South Africa	2001 110409	June 15, 2001
TRANSCORE	South Africa	2001 110410	June 15, 2001
TRANSCORE	South Africa	2001 110411	June 15, 2001
TRANSCORE	South Africa	2001 110412	June 15, 2001
TRANSCORE	South Africa	2001 110413	June 15, 2001
TRANSCORE	South Africa	2001 110414	June 15, 2001
TRANSCORE	South Africa	2001 110415	June 15, 2001
TRANSCORE	Taiwan	90024532	June 15, 2001
TRANSCORE	Taiwan	90024533	June 15, 2001
TRANSCORE	Taiwan	90024534	June 15, 2001
TRANSCORE	Taiwan	90024535	June 15, 2001
TRANSCORE	Taiwan	90024536	June 15, 2001
TRANSCORE	Taiwan	90024537	June 15, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
TRANSCORE	Taiwan	90024538	June 15, 2001
TRANSCORE	Uruguay	332,087	June 15, 2001
TRANSCORE	Venezuela	5599/2001	April 4, 2001
TRANSCORE	Venezuela	5596/2001	April 4, 2001
TRANSCORE	Venezuela	5601/2001	April 4, 2001
TRANSCORE	Venezuela	5597/2001	April 4, 2001
TRANSCORE	Venezuela	5598/2001	April 4, 2001
TRANSCORE	Venezuela	5602/2001	April 4, 2001
TRANSCORE	Venezuela	5600/2001	April 4, 2001
TRANSCORE (Stylized)	Philippines	4-1999-00342	January 19, 1999
TRANSCORE and Design	Argentina	2350616	August 27, 2001
TRANSCORE and Design	Argentina	2350617	August 27, 2001
TRANSCORE and Design	Argentina	2350618	August 27, 2001
TRANSCORE and Design	Argentina	2350619	August 27, 2001
TRANSCORE and Design	Argentina	2350620	August 27, 2001
TRANSCORE and Design	Argentina	2350621	August 27, 2001
TRANSCORE and Design	Argentina	2350622	August 27, 2001
TRANSCORE and Design	Australia	879,009	June 13, 2001
TRANSCORE and Design	Brazil	823.707.059	April 4, 2001
TRANSCORE and Design	Brazil	823.707.067	April 4, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
TRANSCORE and Design	Brazil	823.707.075	April 4, 2001
TRANSCORE and Design	Brazil	823.707.083	April 4, 2001
TRANSCORE and Design	Brazil	823.707.091	April 4, 2001
TRANSCORE and Design	Brazil	823.707.105	April 4, 2001
TRANSCORE and Design	Brazil	823.707.113	April 4, 2001
TRANSCORE and Design	Canada	1,098,201	March 30, 2001
TRANSCORE and Design	Chile	552,993	December 18, 2001
TRANSCORE and Design	Chile	552,994	December 18, 2001
TRANSCORE and Design	Chile	552,998	December 18, 2001
TRANSCORE and Design	Chile	552,999	December 18, 2001
TRANSCORE and Design	China	2001052891	April 6, 2001
TRANSCORE and Design	China	2001052892	April 6, 2001
TRANSCORE and Design	China	2001052893	April 6, 2001
TRANSCORE and Design	China	2001052894	April 6, 2001
TRANSCORE and Design	China	2001052895	April 6, 2001
TRANSCORE and Design	China	2001052896	April 6, 2001
TRANSCORE and Design	China	2001052897	April 6, 2001
TRANSCORE and Design	Community Trademark	2,162,493	April 2, 2001
TRANSCORE and Design	Hong Kong	2001/06272	April 20, 2001
TRANSCORE and Design	Hong Kong	2001/06273	April 20, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
TRANSCORE and Design	Hong Kong	2001/06274	April 20, 2001
TRANSCORE and Design	Hong Kong	2001/06275	April 20, 2001
TRANSCORE and Design	Hong Kong	2001/06276	April 20, 2001
TRANSCORE and Design	Hong Kong	2001/06277	April 20, 2001
TRANSCORE and Design	Hong Kong	2001/06278	April 20, 2001
TRANSCORE and Design	Japan	49110/2001	May 31, 2001
TRANSCORE and Design	Korea	41-2001-11489	June 15, 2001
TRANSCORE and Design	Mexico	492,976	June 27, 2001
TRANSCORE and Design	Mexico	492,977	June 27, 2001
TRANSCORE and Design	Mexico	492,978	June 27, 2001
TRANSCORE and Design	Mexico	492,979	June 27, 2001
TRANSCORE and Design	Mexico	492,980	June 27, 2001
TRANSCORE and Design	Mexico	492,981	June 27, 2001
TRANSCORE and Design	Mexico	492,982	June 27, 2001
TRANSCORE and Design	Russia	2001718883	June 26, 2001
TRANSCORE and Design	Singapore	T01/06169E	May 3, 2001
TRANSCORE and Design	Singapore	T01/06171G	May 3, 2001
TRANSCORE and Design	Singapore	T01/06173C	May 3, 2001
TRANSCORE and Design	Singapore	T01/06174A	May 3, 2001
TRANSCORE and Design	South Africa	2001 110416	June 15, 2001



**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
TRANSCORE and Design	South Africa	2001 110417	June 15, 2001
TRANSCORE and Design	South Africa	2001 110418	June 15, 2001
TRANSCORE and Design	South Africa	2001 110419	June 15, 2001
TRANSCORE and Design	South Africa	2001 110420	June 15, 2001
TRANSCORE and Design	South Africa	2001 110421	June 15, 2001
TRANSCORE and Design	South Africa	2001 110422	June 15, 2001
TRANSCORE and Design	Taiwan	90024526	June 15, 2001
TRANSCORE and Design	Taiwan	90024527	June 15, 2001
TRANSCORE and Design	Taiwan	90024528	June 15, 2001
TRANSCORE and Design	Taiwan	90024529	June 15, 2001
TRANSCORE and Design	Taiwan	90024530	June 15, 2001
TRANSCORE and Design	Taiwan	90024531	June 15, 2001
TRANSCORE and Design	Uruguay	332,086	June 15, 2001
TRANSCORE and Design	Venezuela	6633/2001	April 24, 2001
TRANSCORE and Design	Venezuela	6629/2001	April 24, 2001
TRANSCORE and Design	Venezuela	6632/2001	April 24, 2001
TRANSCORE and Design	Venezuela	6630/2001	April 24, 2001
TRANSCORE and Design	Venezuela	6631/2001	April 24, 2001
TRANSCORE and Design	Venezuela	6634/2001	April 24, 2001
TRANSCORE and Design	Venezuela	6628/2001	April 24, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
TRANSCORE EXCHANGE	Canada	1,104,429	May 28, 2001
TRANSCORRIDOR	Canada	1,096,132	March 15, 2001
TRANSCORRIDOR	Mexico	477,584	March 26, 2001
TRANSCORRIDOR	Mexico	477,586	March 26, 2001
TRANSCORRIDOR	Mexico	477,587	March 26, 2001
TRANSCORRIDOR	Mexico	477,588	March 26, 2001
TRANSCORRIDOR	Mexico	477,589	March 26, 2001
TRUCKERSEGE	Canada	1,106,473	June 14, 2001

U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS

*Foreign*

Non-U.S. Trademark Registrations

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMTECH	Argentina	1,731,812	April 19, 1999
AMTECH	Argentina	1,731,811	April 19, 1999
AMTECH	Australia	A491,441	July 19, 1988
AMTECH	Benelux	453,862	July 18, 1988
AMTECH	Brazil	819,339,512	March 2, 1999
AMTECH	Canada	TMA456,218	March 29, 1996
AMTECH	Chile	585,447	December 15, 2000
AMTECH	Chile	598,660	July 7, 2002
AMTECH	China	1,108,306	September 21, 1997
AMTECH	France	1,470,406	June 9, 1988
AMTECH	Germany	1,178,782	July 11, 1991
AMTECH	Hong Kong	83,201,994	November 30, 1992
AMTECH	Israel	94,144	July 1, 1996
AMTECH	Italy	653,993	June 27, 1995
AMTECH	Japan	2,720,645	April 18, 1997
AMTECH	Korea	403,641	June 8, 1998
AMTECH	Korea	45,074	August 6, 1998
AMTECH	Mexico	457,882	April 20, 1994
AMTECH	Monaco	9,718,633	July 28, 1997

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMTECH	Portugal	332,230	April 21, 1999
AMTECH	Singapore	916,393	November 23, 1993
AMTECH	Taiwan	657,949	September 30, 1994
AMTECH	United Kingdom	1,351,452	February 1, 1998
AMTECH	Uruguay	300,049	July 21, 1998
AMTECH and Design	Brazil	816,741,581	February 16, 1994
AMTECH TECHNOLOGY A GENERATION AHEAD and Design	Brazil	816,895,562	December 13, 1994
AMTECH TECHNOLOGY A GENERATION AHEAD and Design	Mexico	427,183	December 4, 1992
DAT CONNECT	Canada	TMA532,482	September 11, 2000
DAT DAILY	Canada	TMA537,441	November 21, 2000
DAT DIAL	Canada	TMA543,009	March 26, 2001
DAT PARTNERS	Mexico	655,344	August 25, 1999
DAT SERVICES	Canada	TMA510,516	April 7, 1999
DAT STATS	Canada	TMA543,064	March 26, 2001
EGO	Chile	630,914	May 23, 2002
EGO	Chile	630,898	May 23, 2002
EGO	Mexico	711,368	June 18, 2001
EGO and Design	Chile	630,895	May 23, 2002
EGO and Design	Mexico	715,524	June 18, 2001

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
EURODAT SERVICES	Community Trademark	810,036	April 30, 1998
MORELOADS	Canada	TMA537,577	November 23, 2000
PAINLESS POSTING	Canada	TMA537,390	November 21, 2000
SMARTPASS	Argentina	1,730,373	April 13, 1999
SMARTPASS	Benelux	576,822	July 17, 1995
SMARTPASS	Canada	TMA523,262	February 16, 2000
SMARTPASS	Chile	537,956	April 5, 1999
SMARTPASS	Germany	39,529,151	July 26, 1996
SMARTPASS	Hong Kong	B10,365/1998	October 28, 1998
SMARTPASS	Korea	360,271	April 21, 1997
SMARTPASS	Mexico	531,019	September 17, 1996
SMARTPASS	Taiwan	733,921	November 1, 1996
SMARTPASS	Uruguay	300,050	July 21, 1998
TOLLTAG	Australia	A494,369	August 31, 1988
TOLLTAG	Benelux	474,724	January 8, 1990
TOLLTAG	France	1,501,423	September 30, 1998
TOLLTAG	Hong Kong	2181/1993	February 17, 1990
TOLLTAG	Italy	544,607	September 19, 1988
TOLLTAG	Japan	2,718,583	December 25, 1996
TOLLTAG	Mexico	427,186	December 4, 1992

**U.S. AND NON-U.S. TRADEMARKS AND SERVICE MARKS**

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
TOLLTAG	Norway	146,193	July 25, 1991
TOLLTAG	Sweden	236,916	June 26, 1992
TOLLTAG	Taiwan	467,128	November 16, 1989
TOLLTAG	United Kingdom	1,409,335	January 4, 1990
TRANSCORE	Chile	630,340	June 27, 2002
TRANSCORE	Chile	630,894	May 23, 2002
TRANSCORE	Chile	630,893	May 23, 2002
TRANSCORE	Chile	630,920	May 23, 2002
TRANSCORE	Chile	630,919	May 23, 2002
TRANSCORE and Design	Chile	630,915	May 23, 2002
TRANSCORE and Design	Chile	630,916	May 23, 2002
TRANSCORE and Design	Chile	630,917	May 23, 2002
TRANSCORE and Design	Singapore	T01/06170I	May 3, 2001
TRANSCORE and Design	Singapore	T01/06712E	May 3, 2001
TRANSCORE and Design	Singapore	T01/06175Z	May 3, 2001
TRANSCORE	Australia	783,174	January 15, 1999
TRANSCORRIDOR	Mexico	707,424	March 26, 2001

**SCHEDULE B**

**LIENS AND CLAIMS OF THIRD PARTIES**

None.

## EXHIBIT A

### ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT dated the \_\_\_ day of October 2002, from \_\_\_\_\_, (the "Assignor"), to HARRIS TRUST AND SAVINGS BANK, as Agent (the "Assignee"), for the benefits of Lenders recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the Lenders party to the Loan and Security Agreement, dated as of October \_\_, 2002 among TransCore Holdings, Inc., TransCore, L.P., TransCore ITS, LLC, Viastar, L.P., Amtech Systems Corporation, Amtech World Corporation, TransCore Partners, Inc., TransCore Commercial Services, Inc., TransCore CNUS, Inc., TLP Holdings, LLC, TransCore Atlantic, Inc., TC (Bermuda) Finance, Ltd., and TC (Bermuda) License, Ltd. the Assignee and the lenders from time to time party thereto (the "Lenders"), all of the Assignor's right, title and interest in all such Trademarks; and

WHEREAS, the Assignor has executed the foregoing Loan and Security Agreement or a Subsidiary Guaranty for the benefit of the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.



The Assignor further agrees to indemnify the Assignee and the Lenders for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal as of the day and year first above written.

[Assignor's name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

