

8/19/04

RECO

08-23-2004



102819381

HEET

Resubm 2-4-04

To the Honorable Commissioner of Patent

Send original documents or copy thereof.

1. Name of conveying party(ies):

See Attached

2-4-04

- 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 First Amendment to Conditional Assignment & Trademark

Execution Date: January 5, 2004

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

(Designators must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

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 LLP
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks

Continuation Item 1

TRANSCORE HOLDINGS, INC. a Delaware Corp.
TRANSCORE, LP a Delaware limited partnership
TRANSCORE ITS, INC., a Delaware corp.
VIASTAR SERVICES, LP a Texas limited partnership
AMTECH SYSTEMS CORPORATION, a Delaware corp.
TRANSCORE PARTNERS, INC. a Delaware corp.
AMTECH WORLD CORPORATION, a Delaware corp.
TRANSCORE COMMERCIAL SERVICES, INC., a Delaware corp.
TRANSCORE CNUS, INC., a Delaware corporation
TLP HOLDINGS, LLC, a Delaware limited liability company
TRANSCORE ATLANTIC, INC., a Delaware corporation
TC (Bermuda) License, Ltd. a Bermuda company
TC (Bermuda) Finance, Ltd. a Bermuda company

Continuation
Item 4

EXHIBIT A

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

①
②

<u>Mark</u>	<u>(Application Number) or Registration Number</u>	<u>(Application Date) or Registration Date</u>
TAGTELLER	(78/328,737)	(11/17/03)
TOLLTAG	(78/302,825)	(9/19/03)

NON-U.S. TRADEMARK APPLICATIONS

<u>Non- U.S. Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
AMTECH	Brazil	817,085,661	February 8, 1993
AMTECH	South Africa	2001/112439	July 19, 2001
AMTECH	Brazil	819,339,512	March 2, 1999
EGO	Australia	879,010	June 13, 2001
EGO	Mexico	752,220	June 18, 2001
EGO	Mexico	752,221	June 18, 2001
EGO	Russia	237,594	February 4, 2003
EGO	Singapore	T01/08963H	June 16, 2001
EGO	Singapore	T01/08964F	June 16, 2001
EGO	Taiwan	182,717	June 16, 2003
EGO and Design	Argentina	1,896,485	November 18, 2002
EGO and Design	Australia	879,011	June 13, 2001
EGO and Design	Taiwan	1,034,991	March 1, 2003

TRANSCORRIDOR	Mexico	707,424	March 26, 2001
TRUCKERSEDGE	Canada	TMA589,511	September 11, 2003

**TRADEMARKS AND SERVICE MARKS OWNED OR APPLIED FOR BY LINK LOGISTICS, INC./
LOGISTIQUES LINK, INC.**

Trademark	Country	Registration (Application) Number	Registration (Application) Date
DRIVERLINK	Canada	TMA562,374	5/23/02
FREIGHTFIRST	Canada	(1,141,085)	(5/16/02)
LINK LOGISTICS	Canada	TMA450133	11/17/95
LINK LOGISTICS	United States	2,010,498	10/22/96
LOAD LINK	Canada	(1075422)	(9/19/00)
LOADLINK	Canada	(1075421)	(9/19/00)
DRIVERLINK	United States	(76/351,656)	(12/12/2001)
LINKTRAK	Canada	1127244	1/7/2002

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**FIRST AMENDMENT TO
CONDITIONAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT TO CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of January 5, 2004, is by and among TRANSCORE HOLDINGS, INC., a Delaware corporation ("Parent"), TRANSCORE, LP, a Delaware limited partnership ("TransCore"), TRANSCORE ITS, INC., a Delaware corporation ("TransCore ITS"), VIASTAR SERVICES, LP, a Texas limited partnership ("Viastar Services"), AMTECH SYSTEMS CORPORATION, a Delaware corporation ("Amtech Systems"), TRANSCORE PARTNERS, INC., a Delaware corporation ("TransCore Partners"), AMTECH WORLD CORPORATION, a Delaware corporation ("Amtech World"), TRANSCORE COMMERCIAL SERVICES, INC., a Delaware corporation ("TCS"), TRANSCORE CNUS, INC. a Delaware corporation ("CNUS"), 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") (TransCore, TransCore ITS, Viastar Services, Amtech Systems, TransCore Partners, Amtech World, TCS, CNUS, TLPH, TransCore Atlantic, TBF and TBL are hereafter referred to collectively as the "Obligors") and HARRIS TRUST AND SAVINGS BANK, as "Agent" for the Lenders described below.

W I T N E S S E T H :

WHEREAS, the Obligors and the Agent are party to that certain Conditional Assignment and Trademark Security Agreement dated as of October 18, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, the Obligors wish to amend the Trademark Security Agreement as set forth herein, and the Agent is agreeable to the same, subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment. Schedule A of the Trademark Security Agreement is amended by adding thereto the U.S. Trademark Applications and Registrations listed on Exhibit A attached hereto.

2. Miscellaneous. The parties hereto hereby further agree as follows:

(a) Counterparts. This Amendment may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same document with the same force and effect as if the signatures of all of the parties were on a single counterpart, and it shall not be necessary in making proof of this Amendment to produce more than one (1) such counterpart.

(b) Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS (WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES).

[signature pages follow]


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

OBLIGORS:

TRANSCORE HOLDINGS, INC.

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

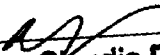
TRANSCORE, LP

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

Signature Page to First Amendment to
Conditional Assignment and Trademark Security Agreement

AMTECH SYSTEMS CORPORATION

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

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**

Signature Page to First Amendment to
Conditional Assignment and Trademark Security Agreement

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: _____

Signature Page to First Amendment to
Conditional Assignment and Trademark Security Agreement

TRANSCORE CNUS, INC.

By: _____
Name: _____
Title: _____


TLP HOLDINGS, LLC

By: _____
Name: _____
Title: _____

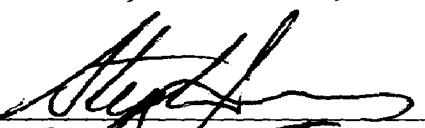
TRANSCORE ATLANTIC, INC.

By: _____
Name: _____
Title: _____

TC (BERMUDA) FINANCE, LTD.

By:  _____
Name: STEPHEN JAMES
Title: DIRECTOR

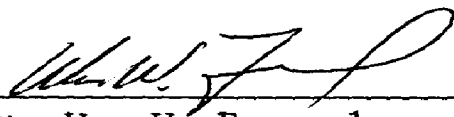
TC (BERMUDA) LICENSE, LTD.

By:  _____
Name: STEPHEN JAMES
Title: DIRECTOR

Signature Page to First Amendment to
Conditional Assignment and Trademark Security Agreement

AGENT:

HARRIS TRUST AND SAVINGS BANK

By: 
Name: Wes W. Frangul
Title: Managing Director

Signature Page to First Amendment to
Conditional Assignment and Trademark Security Agreement

TRADEMARK
REEL: 003031 FRAME: 0398

EXHIBIT A

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

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EGO	Mexico	752,220	June 18, 2001
EGO	Mexico	752,221	June 18, 2001
EGO	Russia	237,594	February 4, 2003
EGO	Singapore	T01/08963H	June 16, 2001
EGO	Singapore	T01/08964F	June 16, 2001
EGO	Taiwan	182,717	June 16, 2003
EGO and Design	Argentina	1,896,485	November 18, 2002
EGO and Design	Australia	879,011	June 13, 2001
EGO and Design	Taiwan	1,034,991	March 1, 2003

EGO and Design	Taiwan	184,150	July 16, 2003
LANEMAKERS	Canada	578,756	April 2, 2003
SMARTPASS	Singapore	T97/025671I	March 5, 1997
TRANSCORE	Canada	TMA 578,422	March 27, 2003
TRANSCORE	Korea	88,276	July 11, 2003
TRANSCORE	Mexico	779,001	June 27, 2001
TRANSCORE	Mexico	756,872	June 27, 2001
TRANSCORE	Mexico	756,876	June 27, 2001
TRANSCORE	Mexico	755,890	June 27, 2001
TRANSCORE	Mexico	764,892	June 27, 2001
TRANSCORE	Singapore	T01/06176H	May 3, 2001
TRANSCORE	Singapore	T01/06182B	May 3, 2001
TRANSCORE	Singapore	T01/06181D	May 3, 2001
TRANSCORE	Taiwan	179,726	April 16, 2003
TRANSCORE	Taiwan	169,700	September 16, 2002
TRANSCORE	Taiwan	791	September 16, 2002
TRANSCORE	Taiwan	172,859	November 16, 2002
TRANSCORE and Design	Argentina	1,901,502	November 27, 2002
TRANSCORE and Design	Argentina	1,901,488	November 27, 2002
TRANSCORE and Design	Argentina	1,901,500	November 27, 2002

TRANSCORE and Design	Argentina	1,901,496	November 27, 2002
TRANSCORE and Design	Argentina	1,901,494	November 27, 2002
TRANSCORE and Design	Argentina	1,901,489	November 27, 2002
TRANSCORE	Argentina	1,909,563	January 7, 2003
TRANSCORE	Australia	879,009	June 13, 2001
TRANSCORE and Design	Canada	578,410	March 27, 2003
TRANSCORE and Design	Chile	630,915	May 23, 2002
TRANSCORE and Design	Chile	630,916	May 23, 2002
TRANSCORE and Design	Singapore	T01/06175Z	May 3, 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	Taiwan	181,81	May 16, 2003
TRANSCORE and Design	Taiwan	170,750	May 16, 2003
TRANSCORE and Design	Taiwan	170,813	May 16, 2003
TRANSCORE and Design	Taiwan	173,877	May 16, 2003
TRANSCORE and Design	Taiwan	168,744	August 16, 2002
TRANSCORE and Design	Taiwan	173,882	May 16, 2003
TRANSCORE and Design	Uruguay	173,882	May 16, 2003
TRANSCORRIDOR	Canada	TMA571,115	May 8, 2003

TRANSCORRIDOR	Mexico	707,424	March 26, 2001
TRUCKERSEDGE	Canada	TMA589,511	September 11, 2003

**TRADEMARKS AND SERVICE MARKS OWNED OR APPLIED FOR BY LINK LOGISTICS, INC./
LOGISTIQUES LINK, INC.**

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LINK LOGISTICS	Canada	TMA450133	11/17/95
LINK LOGISTICS	United States	2,010,498	10/22/96
LOAD LINK	Canada	(1075422)	(9/19/00)
LOADLINK	Canada	(1075421)	(9/19/00)
DRIVERLINK	United States	(76/351,656)	(12/12/2001)
LINKTRAK	Canada	1127244	1/7/2002

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