

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATX Group, Inc.		06/03/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3918073	IROUTE	
Serial Number:	77583143	PEOPLE BEHIND THE BUTTON	
Serial Number:	77605020	DRIVER INTERACTIVE VEHICLE APPLICATIONS	
Serial Number:	77632405	BROWSE BY VOICE	
CORRESPONDENCE DATA			
Fax Number:	(617)502-4067		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-248-4067		
Email:	dkoker@choate.com		
Correspondent Name:	Debra Koker		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Debra M. Koker		
Signature:	/dmk/		

OP \$115.00 3918073

Date:

06/06/2011

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “*Agreement*”) is entered into as of June 3, 2011, by CROSS COUNTRY AUTOMOTIVE SERVICES, INC., a Nevada corporation (“*Holdings*”) and ATX GROUP, INC., a Texas corporation (“*ATX*” and collectively with Holdings, the “*Grantors*”), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent under and as defined in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 12, 2008 (as amended from time to time, the “*Security Agreement*”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Grantors hereby agree with the Administrative 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 Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.


SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[Signature Page Follows]

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

CROSS COUNTRY AUTOMOTIVE SERVICES, INC.,
as Grantor

By: 
Name: Thomas P. Graham
Title: Treasurer

ATX GROUP, INC.,
as Grantor

By: 
Name: Thomas P. Graham
Title: Treasurer

Schedule I

(i) Registered Trademarks

Grantor	Reg. No.	Date Issued	Trademark Title
Cross Country Automotive Services, Inc.	3852102	10/28/2010	DRIVER'S ONE (BLOCK)
ATX Group, Inc.	3918073	3/2/2010	IROUTE

(ii) Applications

Grantor	Application No.	Filing Date	Trademark
Cross Country Automotive Services, Inc.	77/654535	1/22/2009	DRIVER'S ONE
Cross Country Automotive Services, Inc.	77/831010	9/21/2009	CROSS COUNTRY PERKS
ATX Group, Inc.	77/583,143	10/1/2008	PEOPLE BEHIND THE BUTTON
ATX Group, Inc.	77/605,020	10/31/2008	DRIVER INTERACTIVE VEHICLE APPLICATIONS
Cross Country Automotive Services, Inc.	85167411	11/2/2010	VINPOINT
ATX Group, Inc.	77/632,405	12/12/2008	BROWSE BY VOICE