

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lanier Parking Holdings, Inc.		02/28/2014	CORPORATION: GEORGIA
Citizens Lanier Holdings, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as the Collateral Agent		
Street Address:	214 N. Tryon Street		
Internal Address:	26th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4073243	LANIER PARKING	
Registration Number:	4073242	LANIER PARKING	
Serial Number:	85729077	PRISM	
Serial Number:	86030278	BIKESPOT	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-859-8000		
Email:	teas@ffhsj.com,jason.greenberg@friedfrank.com		
Correspondent Name:	Jason Greenberg		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried Frank LLP		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	32443-169 GREENBERG		
NAME OF SUBMITTER:	Jason Greenberg		
SIGNATURE:	/JG/		

CH \$115.00 4073243

DATE SIGNED:

03/10/2014

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of February 28, 2014, is made by **LANIER PARKING HOLDINGS, INC.**, a Georgia corporation (“**Lanier**”), **CITIZENS LANIER HOLDINGS, LLC**, a Delaware limited liability company (the “**Issuer**”) and certain affiliates of Issuer from time to time party hereto as grantor (such affiliates together with Issuer and Holdings, the “**Grantors**”) in favor of U.S. Bank National Association, in its capacity as collateral agent for the Note Purchasers identified below (the “**Collateral Agent**”).

RECITALS:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Note Purchase Agreement**”) by and among the Issuer, Citizens Parking Holding Incorporated, Lanier and certain Subsidiaries of the Issuer from time to time party thereto as Guarantors, Highbridge Principal Strategies – Mezzanine Partners II, L.P. (“**HB Delaware**”) and Highbridge Principal Strategies – AP Mezzanine Partners II, L.P. (“**HB Arizona**” together with HB Delaware and their respective Affiliates and related funds, the “**Initial Purchasers**”, and together with any other Person who from time to time is a holder of any Notes, the “**Note Purchasers**”), the Note Purchasers have agreed to purchase the Notes of the Issuer.

WHEREAS, each Grantor has agreed pursuant to that certain Pledge and Security Agreement dated as of the date hereof in favor of the Collateral Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Pledge and Security Agreement**”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of each Note Party under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Note Purchase Agreement. The Note Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement; provided, however, that the following terms shall have the meanings given them in the Pledge and Security Agreement: “Copyrights,” “Intellectual Property,” “Intellectual Property Licenses,” “Paid in Full,” “Patents,” “Secured Obligations” and “Trademarks.”

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the Secured Obligations, each Grantor hereby grants to and in favor of the Collateral Agent (for the benefit of the Note Purchasers and the Collateral Agent) a first priority perfected security interest and lien having priority over all other security interests and Liens (other than Permitted Liens), with

power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of such Grantor's right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired.

3. Representations and Warranties. Each Grantor hereby represents and warrants to the Collateral Agent, which representations and warranties shall survive the execution and delivery of this IP Security Agreement, that as of the date hereof:

(i) Exhibit A hereto lists all Intellectual Property which is registered or for which an application for registration is pending that is owned by such Grantor and all Intellectual Property Licenses to which such Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark. Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Intellectual Property free and clear of any Liens, except for any applicable Permitted Liens; and

(ii) Such Grantor is duly authorized to execute and deliver this IP Security Agreement and perform its terms, this IP Security Agreement has been executed and delivered by a duly authorized officer of such Grantor, and this IP Security Agreement is a legally valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar Debtor Relief Law affecting the enforcement of creditor's rights and remedies generally and to general principles of equity.

4. Restrictions on Future Agreements. Each Grantor agrees that until all Secured Obligations shall have been Paid in Full, such Grantor shall not, without the prior written consent of the Collateral Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property, except as expressly permitted under the Note Purchase Agreement and the Pledge and Security Agreement (including, without limitation, with respect to Permitted Liens), and each Grantor further agrees that it shall comply with the covenants set forth in Section 5.7 of the Pledge and Security Agreement.

5. New Intellectual Property. If, before all Secured Obligations shall have been Paid in Full, any Grantor shall (i) become aware of any existing material Intellectual Property of which such Grantor has not previously informed the Collateral Agent, (ii) obtain rights to any new Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and such Grantor shall comply with Section 5.7(f) of the Pledge and Security Agreement (and the notice requirement set forth therein). Provided the Collateral Agent gives written notice to the Issuer, as agent for each of the Grantors, each Grantor hereby authorizes the Collateral Agent to modify this IP Security Agreement by amending Exhibit A to include any such Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable. Upon the Collateral Agent's reasonable request, each Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve the Collateral Agent's interest (for the benefit of itself and Note Purchasers) in all Intellectual Property added to Exhibit A pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this IP Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder, and (ii) such time as the Secured Obligations have been Paid in Full. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Collateral Agent (for the benefit of the Note Purchasers and the Collateral Agent) of all Intellectual Property shall be worldwide and as extensive as the rights of such Grantor to use such Intellectual Property, and without any liability for royalties or other related charges from the Collateral Agent or the Note Purchasers to such Grantor. Upon the occurrence and during the continuance of any Event of Default, each Grantor hereby authorizes: (a) the Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to the Collateral Agent (for the benefit of the Note Purchasers and the Collateral Agent) as assignee of such Grantor's entire interest therein; (b) the Register of Copyrights, U.S. Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to the Collateral Agent (for the benefit of the Note Purchasers and the Collateral Agent) as assignee of such Grantor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to the Collateral Agent (for the benefit of the Note Purchasers and the Collateral Agent) as assignee of such Grantor's entire interest therein and in the goodwill of such Grantor's business connected therewith and symbolized thereby.

7. Effect on Note Purchase Agreement. Each Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent (or, if and as applicable, the Note Purchasers) under and pursuant to the Note Purchase Agreement (or the Pledge and Security Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Note Purchase Agreement (and the Pledge and Security Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the UCC as enacted in the State of New York.

8. Release of IP Security Agreement. Upon such time as the Secured Obligations are Paid in Full, this IP Security Agreement shall terminate, and the Collateral Agent shall execute and deliver any document reasonably requested by any Grantor, at such Grantor's sole cost and expense, as shall be necessary or advisable to evidence termination of the security interest granted by such Grantor to the Collateral Agent (for the benefit of the Note Purchasers and the Collateral Agent) hereunder.

9. Expenses. All reasonable out-of-pocket costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by each Grantor, on a joint and several basis. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including expenses incurred in accordance with Section 1.5 of the Note Purchase Agreement by the Collateral Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any Taxes (other than Excluded Taxes), maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or

prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by each Grantor, on a joint and several basis, on demand by the Collateral Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the default rate of interest set forth in the Note Purchase Agreement.

10. Duties of the Grantors. Each Grantor shall have the duty to the extent commercially reasonable and in such Grantor's good faith business judgment: (i) to file and prosecute diligently any Patent or Trademark applications pending as of the date hereof or hereafter that are material to such Grantor's business or necessary for the conduct of such Grantor's business, (ii) to make application on unpatented but patentable inventions and on Trademarks that are material to such Grantor's business or necessary for the conduct of such Grantor's business, and (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of such Grantor in its Trademarks). Any and all costs and expenses incurred in connection with any Grantor's obligations under this Section 10 shall be borne by such Grantor. Each Grantor shall comply with Section 5.7 of the Pledge and Security Agreement with respect to the abandonment of any Intellectual Property.

11. Collateral Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if the Collateral Agent shall commence any such suit, each Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by the Collateral Agent in aid of such enforcement (including being named as a party to such suit) and each Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all reasonable out-of-pocket costs and expenses incurred by the Collateral Agent in accordance with Section 1.5 of the Note Purchase Agreement in the exercise of its rights under this Section 11 in accordance with and pursuant to any limitations set forth in Section 10.2 of the Note Purchase Agreement.

12. Waivers. No course of dealing between any of the Grantors, on the one hand, and the Collateral Agent, on the other hand, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this IP Security 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 IP Security Agreement in any jurisdiction.

14. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by each Grantor and the Collateral Agent.

15. Cumulative Remedies; Power of Attorney. All of the Collateral Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Note Purchase Agreement (or the Pledge and Security Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes the Collateral Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Collateral Agent as the Collateral Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Collateral Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as the Collateral Agent deems to be in the best interest of the Collateral Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. This power of attorney being coupled with an interest shall be irrevocable until all Secured Obligations shall have been Paid in Full.

16. Indemnification. Each Grantor, jointly and severally, hereby agrees to and shall defend, indemnify, save, and hold the Collateral Agent, Note Purchasers and their respective officers, directors, employees, managers, affiliates, attorneys and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this IP Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses in any way suffered, incurred, or paid by the Collateral Agent or the Note Purchasers as a result of or in any way arising out of, following, or consequential to this IP Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by the Collateral Agent solely as a result of its willful misconduct or gross negligence as finally determined in a non-appealable judicial proceeding, and otherwise in accordance with and pursuant to any limitations set forth in Section 10.2 of the Note Purchase Agreement. The indemnification obligations of each Grantor provided hereby shall survive the termination of this IP Security Agreement and the Note Purchase Agreement.

17. Binding Effect; Benefits. This IP Security Agreement shall be binding upon each Grantor and its respective successors and permitted assigns, and shall inure to the benefit of the Collateral Agent, its successors, nominees and assigns; provided, however, no Grantor shall assign this IP Security Agreement or any of such Grantor's obligations hereunder without the prior written consent of the Collateral Agent.

18. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles.

19. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security

Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

20. Further Assurances. Each Grantor agrees to promptly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Collateral Agent shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Each Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Collateral Agent with the U.S. Patent and Trademark Office and, if applicable, the U.S. Copyright Office or Library of Congress, at the sole cost and expense of the Grantors.

21. Survival of Representations. All representations and warranties of each Grantor contained in this IP Security Agreement shall survive the execution and delivery of this IP Security Agreement and shall be remade as true and correct in all material respects (provided that if any representation or warranty is by its terms qualified by concepts of materiality, such representation or warranty shall be true and correct in all respects) on the date of each borrowing under the Note Purchase Agreement.

22. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS IP SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS LOCATED IN THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK OR, AT THE SOLE OPTION OF THE COLLATERAL AGENT, IN ANY OTHER COURT IN WHICH THE COLLATERAL AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION, EACH GRANTOR AND THE COLLATERAL AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS IP SECURITY AGREEMENT. EACH GRANTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

LANIER PARKING HOLDINGS, INC.

By: _____
Name: Jerry Skillett
Title: Chairman, Chief Executive Officer
and President

Agreed and Accepted
as of _____, 2014

U.S. Bank National Association, as the Collateral Agent

By: _____
Name: James A. Hanley
Title: Vice President

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 005234 FRAME: 0270

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

LANIER PARKING HOLDINGS, INC.

By: _____
Name: Jerry Skillett
Title: Chairman, Chief Executive Officer
and President

Agreed and Accepted
as of February 28, 2014

U.S. Bank National Association, as the Collateral Agent

By: _____
Name: James A. Hanley
Title: Vice President

[Intellectual Property Security Agreement]

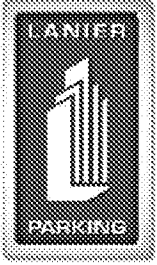
TRADEMARK
REEL: 005234 FRAME: 0271

EXHIBIT A

[See attached.]

EXHIBIT A
INTELLECTUAL PROPERTY

1. Patents
None.
2. Copyrights
None.
3. Intellectual Property Licenses
None.
4. Trademarks
See the chart below.

APP. NO./ REG NO.	TRADEMARK	FILE DATE/ REG DATE	GOODS AND SERVICES	STATUS
4073243	 <p>(Word & Design)</p>	Registered: December 20, 2011.	<ol style="list-style-type: none"> 1) Business management and business management consulting services for the parking lot and parking garage industries; business management in the field of parking facilities and leasing of parking and garage spaces, in Class 35; 2) Parking meter collections services; parking enforcement services, namely, collecting fines for parking violations and remittance of collected fees to government agencies and parking facility owners, in Class 36; 3) Parking lot and parking garage services, namely, the operation of parking facilities and leasing of parking and garage spaces; valet parking services provided by attendants and greeters; shuttle transportation services, namely, transportation of passengers by bus, in Class 39; and, 4) Parking law enforcement services, namely issuing tickets for violations of vehicle parking laws and regulations, in Class 45. 	Registered.
4073242	Lanier Parking (words)	Registered: December 20, 2011.	<ol style="list-style-type: none"> 1) Business management and business management consulting services for the parking lot and parking garage industries; business management in the field of parking facilities and leasing of parking and garage spaces, in Class 35; 2) Parking meter collections services; parking enforcement services, namely, collecting fines for parking violations and 	Registered.

APP. NO. / REG NO.	TRADEMARK	FILE DATE / REG DATE	GOODS AND SERVICES	STATUS
			<p>remittance of collected fees to government agencies and parking facility owners, in Class 36;</p> <p>3) Parking lot and parking garage services, namely, the operation of parking facilities and leasing of parking and garage spaces; valet parking services provided by attendants and greeters; shuttle transportation services, namely, transportation of passengers by bus, in Class 39; and,</p> <p>4) Parking law enforcement services, namely issuing tickets for violations of vehicle parking laws and regulations, in Class 45.</p>	
Serial Number: 85729077	PRISM	Registered: May 7, 2013	Providing a web-based on-line portal that provides customer access to their monthly parking information for purposes of parking account management.	Registered.
Serial Number: N/A	BIKESPOT	Filed: August 6, 2013	Bicycle parking installations of metal; Bicycle storage racks of metal; Metal bicycle storage racks.	Pending.