

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATS Tolling LLC		07/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3270193	PASS24	
Registration Number:	3270192	RENTATOLL	
Registration Number:	3374593	TOLL SOLUTIONS FOR CAR RENTERS	
Registration Number:	3293904	P24	
Registration Number:	3401861	RENT A TOLL TOLL SOLUTIONS FOR CAR RENTE	
Registration Number:	3403431		
Registration Number:	3641347	TOLLPORT	
Registration Number:	3800515	RENT A TOLL FLEET TOLL SOLUTIONS	
Registration Number:	3901393	RENT A TOLL TOLL SOLUTIONS FOR FLEET AND	
Registration Number:	4106955	RENT A TAG	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		

CH \$265.00 3270193

ATTORNEY DOCKET NUMBER:	231528
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/28/2014

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 9th day of July, 2014, ATS Tolling LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1330 W Southern Ave, Suite 110 Tempe, Arizona 85282, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to BMO Harris Bank N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris, acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Third Amended and Restated Security Agreement dated as of January 31, 2014, among Debtor, the other debtors from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark

registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ATS TOLLING LLC

By Heather Zargel
Name Heather Zargel
Title CFO

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name Mary Ahrens
Title Senior Vice President

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ATS TOLLING LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By Mary Ahrens
Name Mary Ahrens
Title Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

DEBTOR	MARKS	REG. NO.	GRANTED
ATS Tolling LLC	PASS24	3270193	7/24/2007
ATS Tolling LLC	RENTATOLL	3270192	7/24/2007
ATS Tolling LLC	TOLL SOLUTIONS FOR CAR RENTERS	3374593	1/22/2008
ATS Tolling LLC	P24 (and Design) (Color)	3293904	9/18/2007
ATS Tolling LLC	RENT A TOLL TOLL SOLUTIONS FOR CAR RENTERS & Design	3401861	3/25/2008
ATS Tolling LLC	MISCELLANEOUS DESIGN (Earth circled by a road)	3403431	3/25/2008
ATS Tolling LLC	TOLLPORT	3641347	6/16/2009
ATS Tolling LLC	RENT A TOLL FLEET TOLL SOLUTIONS (and Design)	3800515	6/8/2010
ATS Tolling LLC	RENT A TOLL TOLL SOLUTIONS FOR FLEET AND RENTAL CARS (and Design)	3901393	1/4/2011
ATS Tolling LLC	RENT A TAG	4106955	2/28/2012