

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/01/2018	Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	American Traffic Solutions, Inc.
<b>Street Address:</b>	1150 N. Alma School Road
<b>City:</b>	Mesa
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85201
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	ATS Tolling LLC
<b>Street Address:</b>	1150 N. Alma School Road
<b>City:</b>	Mesa
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4347070	ATS AMERICAN TRAFFIC SOLUTIONS
Registration Number:	4189070	AUTO PATROL
Registration Number:	2138538	CROSSING GUARD
Registration Number:	4214631	DMV CONNECT
Registration Number:	4272572	
Registration Number:	2290068	NESTOR
Registration Number:	4352889	PLATEPASS
Registration Number:	4147110	SAFETRAX
Registration Number:	4352887	TOLLGUARD
Registration Number:	4254650	VILOGICS
Registration Number:	3438291	VIDAR
Registration Number:	3124539	PLATEPASS
Registration Number:	3862112	POINT TO POINT

OP \$615.00 4347070

Property Type	Number	Word Mark
Registration Number:	3438292	VIDAR
Registration Number:	3270192	RENTATOLL
Registration Number:	3641347	TOLLPORT
Registration Number:	3374593	TOLL SOLUTIONS FOR CAR RENTERS
Registration Number:	3800515	RENT A TOLL FLEET TOLL SOLUTIONS
Registration Number:	3401861	RENT A TOLL TOLL SOLUTIONS FOR CAR RENTE
Registration Number:	3901393	RENT A TOLL TOLL SOLUTIONS FOR FLEET AND
Registration Number:	4106955	RENT A TAG
Registration Number:	3293904	P24
Registration Number:	3270193	PASS24
Registration Number:	3403431	

#### CORRESPONDENCE DATA

Fax Number: 8009144240

*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.*

Phone: 800-713-0755

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/31/2018

#### Total Attachments: 7

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 1, 2018

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Release of Security Interest

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: American Traffic Solutions, Inc.

Street Address: 1150 N. Alma School Road

City: Mesa

State: AZ

Country: USA Zip: 85201

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship USA-DE  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

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

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

### 6. Total number of applications and registrations involved:

25

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera

Signature

August 31, 2018

Date

Elaine Carrera

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

ATS Tolling LLC, a Delaware Limited Liability Company  
1150 N. Alma School Road  
Mesa, AZ 85201  
Citizenship – USA – DE

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 1, 2018 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor parties hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of May 31, 2017, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of May 31, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 1, 2017 at Reel/Frame 6075/0194;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

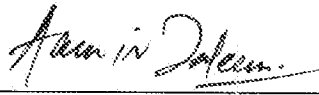
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its  
capacity as collateral agent for the Borrowers**

By: 

Name:

**Aamir Saleem**

Title:





**Vice President**



[ATS – First Lien Trademark Release]

**TRADEMARK  
REEL: 006427 FRAME: 0688**



**SCHEDULE I**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
AMERICAN TRAFFIC SOLUTIONS, INC.	4347070	ATS AMERICAN TRAFFIC SOLUTIONS AND DESIGN  
AMERICAN TRAFFIC SOLUTIONS, INC.	4189070	AUTO PATROL AND DESIGN  
AMERICAN TRAFFIC SOLUTIONS, INC.	2138538	CROSSINGGUARD
AMERICAN TRAFFIC SOLUTIONS, INC.	4214631	DMV CONNECT AND DESIGN  
AMERICAN TRAFFIC SOLUTIONS, INC.	4272572	MISC DESIGN (HWY LOGO)  
AMERICAN TRAFFIC SOLUTIONS, INC.	2290068	NESTOR
AMERICAN TRAFFIC SOLUTIONS, INC.	3124539	PLATEPASS

OWNER	REGISTRATION NUMBER	TRADEMARK
AMERICAN TRAFFIC SOLUTIONS, INC.	4352889	PLATEPASS
AMERICAN TRAFFIC SOLUTIONS, INC.	4147110	SAFETRAX
AMERICAN TRAFFIC SOLUTIONS, INC.	4352887	TOLLGUARD
AMERICAN TRAFFIC SOLUTIONS, INC.	4254650	VIOLOGICS
AMERICAN TRAFFIC SOLUTIONS, INC.	3,438,291	VIDAR
AMERICAN TRAFFIC SOLUTIONS, INC.	3,124,539	PLATEPASS
AMERICAN TRAFFIC SOLUTIONS, INC.	3,862,112	POINT TO POINT
AMERICAN TRAFFIC SOLUTIONS, INC.	3,438,292	VIDAR
ATS TOLLING LLC	3,270,192	RENTATOLL
ATS TOLLING LLC	3,641,347	TOLLPORT
ATS TOLLING LLC	3,374,593	TOLL SOLUTIONS FOR CAR RENTERS
ATS TOLLING LLC	3,800,515	RENT A TOLL FLEET TOLL SOLUTIONS 
ATS TOLLING LLC	3,401,861	RENT A TOLL SOLUTIONS FOR CAR RENTERS
ATS TOLLING LLC	3,901,393	RENT A TOLL SOLUTIONS FOR FLEET AND RENTAL CARS 
ATS TOLLING LLC		RENT A TAG



OWNER	REGISTRATION NUMBER	TRADEMARK
	4,106,955	
ATS TOLLING LLC	3,293,904	 P24
ATS TOLLING LLC	3,270,193	PASS24
ATS TOLLING LLC	3,403,431	

**Trademark Applications:**

None.