

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692932

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REDFLEX TRAFFIC SYSTEMS, INC.		12/07/2021	Corporation: DELAWARE
UNITED PUBLIC SAFETY, INC.		12/07/2021	Corporation: PENNSYLVANIA
T2 SYSTEMS, INC.		12/07/2021	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	Agency Management, 555 California St., 4th Fl.
Internal Address:	MC: CA5-705-04-09
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	6163893	UCITE
Registration Number:	5936666	ICHALK
Registration Number:	5936667	IPERMIT
Registration Number:	5367235	CODECITE
Registration Number:	5413356	T2 PATHFINDER
Registration Number:	5335855	T2 UNIFI
Registration Number:	4803658	CITYCITE
Registration Number:	4803589	FULLCITE
Registration Number:	4291718	UPSAFETY
Registration Number:	4178578	UNITED PUBLIC SAFETY
Registration Number:	4199970	FORCITE
Registration Number:	4211402	UPSAFETY
Registration Number:	4094626	TOCITE
Registration Number:	3473022	T2 FLEX
Registration Number:	2815095	PERMITDIRECT

OP \$690.00 6163893

Property Type	Number	Word Mark
Registration Number:	2773650	T2 SYSTEMS
Registration Number:	5269870	REDFLEX PLATE TRACK
Registration Number:	5055682	REDFLEXLOCATOR
Registration Number:	4899148	REDFLEX NO THRU TRUCK
Registration Number:	4369871	SMARTBUS
Registration Number:	4369926	REDFLEXRADAR
Registration Number:	4369874	PROTECTING OUR MOST PRECIOUS CARGO
Registration Number:	4369873	SMARTBUS LIVE
Registration Number:	4369872	SMARTBUS LIVE
Registration Number:	4200090	REDFLEX STUDENT GUARDIAN
Registration Number:	4782344	REDFLEXWIM
Registration Number:	3857162	REDFLEX

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: Michael.Violet@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: 12/07/2021

Total Attachments: 8

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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):

- 1. REDFLEX TRAFFIC SYSTEMS, INC.
- 2. UNITED PUBLIC SAFETY, INC.
- 3. T2 SYSTEMS, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. PA; 3. IN
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 7, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: Agency Management, 555 California St., 4th Fl., MC, CA5-725-04-05

City: San Francisco

State: CA

Country: USA Zip: 94104

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 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
See Schedule I

B. Trademark Registration No.(s)
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, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

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:

27

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

Elaine Carrera

December 7, 2021

Date

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of March 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral 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 Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral);
and

(c) all Proceeds of any and all of the foregoing.

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

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the ABL Intercreditor Agreement and the First Lien/Second Lien Intercreditor Agreement (each as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, and this Trademark Security Agreement, the terms of ABL Intercreditor Agreement or the First Lien/Second Lien Intercreditor Agreement, as applicable, shall govern.

[signature page follows]

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

Very truly yours,

REDFLEX TRAFFIC SYSTEMS, INC.

By: 
Name: David Roberts
Title: President and Chief Executive Officer

UNITED PUBLIC SAFETY, INC.
T2 SYSTEMS, INC.

By: _____
Name: Norman P. Blake
Title: Chief Executive Officer

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

Very truly yours,

REDFLEX TRAFFIC SYSTEMS, INC.

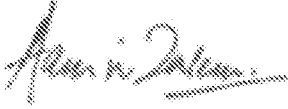
By: _____
Name: David Roberts
Title: President and Chief Executive Officer

UNITED PUBLIC SAFETY, INC.
T2 SYSTEMS, INC.

By:  _____
Name: Norman P. Blake
Title: Chief Executive Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

A handwritten signature in black ink, appearing to read "Amir Saleem", with a horizontal line underneath the name.


By: _____

Name: Amir Saleem
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Mark	Registration Number
UNITED PUBLIC SAFETY, INC.	UCITE -----	6163893
UNITED PUBLIC SAFETY, INC.	ICHALK	5936666
UNITED PUBLIC SAFETY, INC.	IPERMIT	5936667
UNITED PUBLIC SAFETY, INC.	CodeCite	5367235
T2 SYSTEMS, INC.	T2 PATHFINDER	5413356
T2 SYSTEMS, INC.	T2 UNIFI	5335855
UNITED PUBLIC SAFETY, INC.	CityCite	4803658
UNITED PUBLIC SAFETY, INC.	FULLCITE	4803589
UNITED PUBLIC SAFETY, INC.	UPS SAFETY	4291718
UNITED PUBLIC SAFETY, INC.	UNITED PUBLIC SAFETY	4178578
UNITED PUBLIC SAFETY, INC.	FORCITE	4199970

Owner	Mark	Registration Number
UNITED PUBLIC SAFETY, INC.	UPSAFETY	4211402
UNITED PUBLIC SAFETY, INC.	TOCITE	4094626
T2 SYSTEMS, INC.	T2 FLEX	3473022
T2 SYSTEMS, INC.	PERMITDIRECT	2815095
T2 SYSTEMS, INC.		2773650
Redflex Traffic Systems, Inc.	REDFLEX PLATE TRACK	5269870
Redflex Traffic Systems, Inc.	REDFLEXLOCATOR	5055682
Redflex Traffic Systems, Inc.	REDFLEX NO THRU TRUCK	4899148
Redflex Traffic Systems, Inc.	SMARTBUS	4369871
Redflex Traffic Systems, Inc.	REDFLEXRADAR	4369926
Redflex Traffic Systems, Inc.	PROTECTING OUR MOST PRECIOUS CARGO	4369874
Redflex Traffic Systems, Inc.	SMARTBUS LIVE	4369873
Redflex Traffic Systems, Inc.	SMARTBUS LIVE	4369872
Redflex Traffic Systems, Inc.	REDFLEX STUDENT GUARDIAN	4200090
Redflex Traffic Systems, Inc.	REDFLEXWIM	4782344 (§8 not filed)
Redflex Traffic Systems, Inc.	REDFLEX	3857162

Trademark Applications:

None.