

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRANSOL PTY LTD	09/30/2004
RECEIVING PARTY DATA	
Name:	RENTWORKS LIMITED
Street Address:	11 Talavera Road, Level 5, Bldg. B
City:	North Ryde
State/Country:	AUSTRALIA
Postal Code:	NSW 2113
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10430032
CORRESPONDENCE DATA	
Fax Number:	(415)591-1400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-591-1437
Email:	ggillen@winston.com
Correspondent Name:	Grace Gillen
Address Line 1:	101 California Street
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
NAME OF SUBMITTER:	EVA FRANKO
Total Attachments: 7	
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**COLLATERAL GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made as of 30th September, 2004, by TRANSOL PTY LTD, a corporation organized under the laws of Australia ("Grantor"), for the benefit of RENTWORKS LIMITED ("Grantee").

WHEREAS, Grantor owns an interest in the patents and applications for patents, and is a party to the patent licenses listed on Schedule A;

WHEREAS, Grantor owns an interest in the trademarks and applications for trademarks, and is a party to the trademark licenses listed on Schedule B; and

WHEREAS, pursuant to that certain Deed of Charge dated as of 30th September 2004, (the "Security Agreement"), Grantor has granted to Grantee a security interest in all of Grantor's assets, including all right, title and interest of Grantor in, to and under all of Grantor's Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the in Exhibit A hereto), and all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the Indebtedness (as defined in below).

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

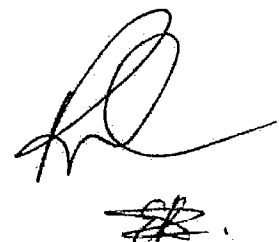
1. Capitalized Terms. Capitalized terms used without definition in this Agreement shall have the meanings assigned to them in Exhibit A attached hereto and incorporated herein by this reference.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all liabilities and obligations of Grantor to Grantee of every kind and description, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, due or to become due, now existing or hereafter arising, including, without limitation: (i) all liabilities and obligations now or hereafter owing by Grantor to Grantee in connection with that certain Master Rental Agreement; and (ii) all liabilities and obligations now or thereafter owing by Grantor to Grantee under this Agreement (the "Indebtedness"), Grantor hereby grants to Grantee a continuing security interest in all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.



2. Authorization. Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to enable Grantee to perfect its security interest in the Intellectual Property Collateral. Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Security for Indebtedness. The security interest in the Intellectual Property Collateral is granted to secure the Indebtedness. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral 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.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may request for the purpose of enabling Grantee to perfect or preserve its security interest in the Intellectual Property Collateral, including, without limitation, the filing by Grantee of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing by Grantee of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in the Security Agreement.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default under the Security Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Grantee's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Grantee in the order or priorities set forth in the Security Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by Grantor and Grantee.

8. Binding Effect. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

A large, stylized handwritten signature is positioned above a smaller set of handwritten initials or a mark.

IN WITNESS WHEREOF, Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantor:

TRANSOL USA INC.

Signature: 

Print Name: ROBERT COLLIS

Title: Director

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EXHIBIT A
DEFINITIONS

"Copyright License" means any written agreement granting any right to use any Copyright or Copyright registration, now owneded or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest.

"Copyrights" means all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, of any State thereof, or of any other country; (iii) all continuations, renewals or extensions thereof; and (iv) all registrations to be issued under any pending applications.

"Licenses" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest and any renewals or extensions thereof.

"Patent License" means any written agreement granting any right with respect to any invention on which a Patent is in existence or a Patent application is pending, in which agreement Grantor now holds or hereafter acquires any interest.

"Patents" means all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of, or rights corresponding thereto, in the United States or in any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto, in the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications.

"Proceeds" means "proceeds," as such term is defined in the UCC and, in any event, shall include, without limitation, (a) any and all accounts, chattel paper, instruments, cash, proceeds of letters of credit, letter of credit rights, supporting obligations, or other proceeds payable to Grantor from time to time in respect of the Intellectual Property Collateral, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the Intellectual Property Collateral, (c) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Intellectual Property Collateral by any governmental authority (or any Person acting under color of governmental authority), (d) the proceeds, damages, or recovery based on any claim of Grantor against third parties (i) for past, present or future infringement of any Patent or Patent License or (ii) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License, and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Intellectual Property Collateral.



"Trademark License" means any written agreement granting any right to use any Trademark or Trademark registration, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest.

"Trademarks" means all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest: (a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

A handwritten signature in black ink, consisting of a large, stylized capital 'R' followed by a smaller, less distinct mark.

SCHEDULE A

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS BY TRANSOL USA INC. IN FAVOR OF RENTWORKS LIMITED**

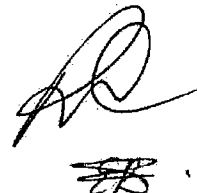
PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

PATENTS		
Patent Name	Status and Date Issued	Patent Number
NONE		

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number
Traffic Violation Detection, Recording and Evidence Processing System	Filed 5/5/03 (USA)	10/430032

PATENT LICENSES			
Name	Licensor	Licensee	Patent Number
NONE			

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SCHEDULE B

**TO COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS BY TRANSOL USA INC. IN FAVOR OF RENTWORKS LIMITED**

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
NONE			

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
NONE			

TRADEMARK LICENSES			
Name	Licensor	Licensee	Number
NONE			

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