

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Transcore, L.P.	12/13/2004

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6653946

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7698
Email: LLevy@stblaw.com
Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Mark Solomon

Total Attachments: 7

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PATENT

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), dated as of December 15, 2004, is made by Transcore, L.P., a Delaware limited partnership (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of December 29, 2003, as amended and restated as of December 15, 2004 (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Roper Industries, Inc., a Delaware corporation and parent of Grantor (“Parent Borrower”), certain other subsidiaries of Parent Borrower (collectively the “Borrowers”), the Lenders, the Administrative Agent, the Syndication Agent and Documentation Agent (as defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 29, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRANSCORE, L.P.

By: *Paul J. Soni*
Name: Paul J. Soni
Title: Treasurer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

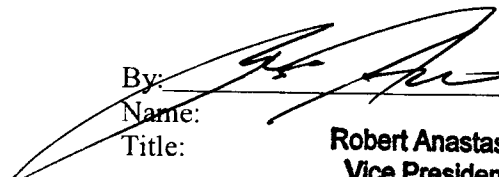
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRANSCORE, L.P.


By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: _____
Title: **Robert Anastasio**
Vice President

STATE OF GEORGIA)
) ss
COUNTY OF GWINNETT)

On December 12, 2004, before me personally came Paul J. Soni, who is personally known to me to be the Treasurer of Transcore, L.P., a Delaware limited partnership; who, being duly sworn, did depose and say that he is the Treasurer in such limited partnership, the limited partnership described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Partners of said limited partnership; and that he acknowledged said instrument to be the free act and deed of said limited partnership.

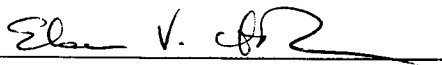

Notary Public

Notary Public, Barrow County, Georgia
My Commission Expires June 14, 2005

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York

On December 10, 2004, before me personally came Robert Anastasio, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.


Notary Public ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2007
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Patent Registrations

Patent	Registration Number	Owner
Electronic vehicle toll collection system and method	6,653,946	Transcore, L.P. (BR400)