

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
TC License Ltd.	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:	NEW YORK
Postal Code:	77252

PROPERTY NUMBERS Total: 48

Property Type	Number
Patent Number:	5097934
Patent Number:	RE37822
Patent Number:	4864158
Patent Number:	4853705
Patent Number:	4739328
Patent Number:	4782345
Patent Number:	4999636
Patent Number:	5055659
Patent Number:	5771021
Patent Number:	5504485
Patent Number:	5414624
Patent Number:	5086389
Patent Number:	5253162
Patent Number:	5619932
Patent Number:	5751973

PATENT

500016871

REEL: 015541 FRAME: 0098

OP \$1920.00 5097934

Patent Number:	5347274
Patent Number:	RE35020
Patent Number:	5097612
Patent Number:	5351187
Patent Number:	5406275
Patent Number:	5805082
Patent Number:	5144553
Patent Number:	5289183
Patent Number:	5479160
Patent Number:	5485520
Patent Number:	6061614
Patent Number:	4816839
Patent Number:	6476756
Patent Number:	5935190
Patent Number:	5656996
Patent Number:	6668216
Patent Number:	6600443
Patent Number:	5912822
Patent Number:	5948038
Patent Number:	6111523
Patent Number:	6373402
Application Number:	09740808
Application Number:	09539662
Application Number:	09864443
Application Number:	09864442
Application Number:	10246456
Application Number:	10460401
Application Number:	10698943
Application Number:	09836672
Application Number:	10795993
Application Number:	10887320
Application Number:	10975339
Application Number:	10976880

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: 8

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), dated as of December 12, 2004, is made by TC License Ltd., a Delaware corporation (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 12, 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 Trademarks 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.

TC LICENSE LTD.

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.

TC LICENSE LTD.

By: _____
Name:
Title:

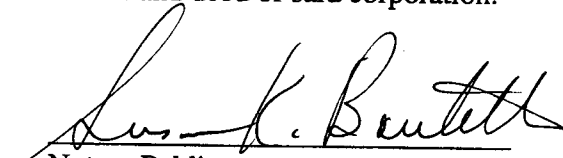
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

Robert Anastasio
Vice President

STATE OF GEORGIA)
) ss
COUNTY OF GWINNETT)

On December 1, 2004, before me personally came Paul J. Soni, who is personally known to me to be the Treasurer of TC License Ltd., a Delaware corporation; who, being duly sworn, did depose and say that he is the Treasurer in such corporation, the corporation 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 said corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

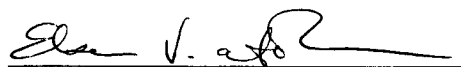

Notary Public

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

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
COUNTY OF New York) ss

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 Susan 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

<u>Title of Patent</u>	<u>Patent No.</u>
Coin sensing apparatus	5,097,934
Automatic vehicle parking system for a plurality of remote parking facilities	RE 37,822
Rapid signal validity checking apparatus	4,864,158
Beam powered antenna (ADS004)	4,853,705
System for identifying particular objects (interrogator-responder system)	4,739,328
Transponder antenna (intermodal tag)	4,782,345
Range limiting system	4,999,636
System for reading and writing data from/into remote tags	5,055,659
Transponder employing modulated backscatter microstrip double patch antenna	5,771,021
System for preventing reading of undesired RF signals	5,504,485
Automated vehicle parking system	5,414,624
Automatic toll processing apparatus	5,086,389
Shielding field method and apparatus	5,253,162
Vault for storing coins and/or tokens	5,619,932
Electronic parking and dispatching management method and apparatus	5,751,973
Hazardous waste transport management system	5,347,274
Fiber optic load sensing device	RE 35,020
Illuminated traffic control sign	5,097,612
Automatic debiting parking meter system	5,351,187
Object location process and apparatus	5,406,275
Electronic vehicle toll collection system and method	5,805,082
Electronic vehicle toll collection system and method	5,144,553
Traffic monitoring and management method and apparatus	5,289,183
Low level RF threshold detector	5,479,160
Automatic real-time highway toll collection from moving vehicle	5,485,520
Electronic tag including RF modem for monitoring motor vehicle performance with filtering	6,061,614
Transponder antenna (intermodal tag)	4,816,839
Method and apparatus to determine the direction to a transponder in a modulated backscatter communication system	6,476,756
Traffic monitoring system	5,935,190

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<u>Title of Patent</u>	<u>Patent No.</u>
Electronic security bonding device	5,656,996
Method and apparatus system for wireless data collection and communications for interconnected mobile systems, such as for railways	6,668,216
Method and apparatus for wireless data collection and communications for interconnected mobile systems, such as for railways	6,600,443
Frequency domain processing of Doppler signals in a traffic monitoring system	5,912,822
Traffic violation processing system	5,948,038
Method and apparatus for photographing traffic in an intersection	6,111,523
Method and apparatus for photographing traffic in an intersection	6,373,402

U.S. Patent Applications

<u>Title of Patent</u>	<u>Application Number</u>
Automated payment method using RF ID tags	09/740,808
Dynamic virtual network system and method	09/539,662
AVI for expedited mobile ordering and fulfillment	09/864,443
Community Concept for payment using RFID Transponders	09/864,442
Tamper resistant electronic tag	10/246,456
Predictive multi-channel decoder	10/460,401
Self service electronic toll collection unit and system	10/698,943
Method and apparatus for photographing traffic in an intersection	09/836,672
Tamper resistant electronic tag	90/006,896
Automatic vehicle information system	10/795,993
Multi-protocol reader system employing step locking of uplinks and downlinks	10/887,320
Backscatter receiver maintaining sensitivity with variable power level	10/975,339
Surge protection circuit	10/976,880
System for identifying particular objects	90/007,017