

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
RailRunner N.A., Inc.	05/06/2008
RECEIVING PARTY DATA	
Name:	USB Focus Fund XIX, LLC c/o U.S. Boston Capital Corporation
Street Address:	Lincoln North
City:	Lincoln
State/Country:	MASSACHUSETTS
Postal Code:	01773
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	5291835
Patent Number:	5890433
Patent Number:	6050197
Patent Number:	6393996
Application Number:	60168496
Application Number:	60083454
Application Number:	60058928
Application Number:	61015545
PCT Number:	US0788288
CORRESPONDENCE DATA	
Fax Number:	(617)523-6850
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	katie.medeiros@hklaw.com
Correspondent Name:	Holland & Knight LLP
Address Line 1:	10 St. James Avenue
Address Line 4:	Boston, MASSACHUSETTS 02116

OP \$360.00 5291835

PATENT

ATTORNEY DOCKET NUMBER:

113002.00004

NAME OF SUBMITTER:

Catherine Medeiros

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of May 6, 2008, by RailRunner N.A., Inc., a Delaware corporation ("Grantor"), as borrower, and USB Focus Fund XIX, LLC, a Delaware limited liability company (the "Lender"), as lender.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of May 6, 2008 (as amended, modified, supplemented and/or supplemented from time to time, the "Purchase Agreement") between Grantor and Lender, Lender is willing to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantor has executed and delivered to Lender that certain Security Agreement dated as of May 6, 2008 (as amended, modified, supplemented and/or restated from time to time, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor is required to execute and deliver to Lender, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) the Patents referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. SECURITY FOR LIABILITIES. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all of the Liabilities (as defined in the Security Agreement), whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and

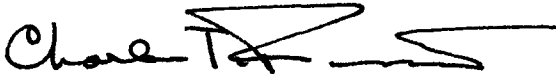
granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any future United States registered patents or applications therefor which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

[Signature page follows]

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

RAILRUNNER N.A., INC.

By: 
Name: CHARLES T. FOSKETT
Title: PRESIDENT & CEO

USB FOCUS FUND XIX, LLC

By: _____
Name:
Title:

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

RAILRUNNER N.A., INC.

By: _____
Name:
Title:

USB FOCUS FUND XIX, LLC

By: K C Z
Name: Kathryn Collins Loing
Title: Manager

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Country	Application Number	Patent Number	Priority
Argentina	P980103761	AR013380	U.S. 60/037,162 filed February 4, 1997
Argentina	070105808		U.S. 60/871,075 filed December 20, 2006
Australia	63957/94	685,442	U.S. 08/037,040 filed March 8, 1994
Brazil	1994-6024	PI9406024-0	U.S. 08/037,040 filed March 8, 1994
Canada	2 159 102		U.S. 08/037,040 filed March 25, 1993
Canada	2 228 707		U.S. 60/037,162 filed February 4, 1997
Chile	1866/98	N/A	U.S. 60/037,162 filed February 4, 1997
Chile	3736-2007		U.S. 60/871,075 filed December 20, 2006
China	94191590.5	119845	U.S. 08/037,040 filed March 25, 1993
Eurasia	199800112	000591	U.S. 60/037,162 filed February 4, 1997
Europe	98 101918.5	Unknown	U.S. 60/037,162 filed February 4, 1997
Europe	94911436.7	0 688 280	U.S. 08/037,040 filed March 25, 1993
Germany	Unknown	G 9421442.5	U.S. 08/037,040 filed March 25, 1993
Germany	P 449171.5	N/A	U.S. 08/037,040 filed March 25, 1993
India	261 /Del/94	187994	Original Application
India	261 /Del/98	N/A	U.S. 60/037,162 filed February 4, 1997
Mexico	9402574	185,645	U.S. 08/037,040 filed March 25, 1993
Poland	310810	173941	U.S. 08/037,040 filed March 25, 1993
Russia	95 118 177		U.S. 08/037,040 filed March 25, 1993

Country	Application Number	Patent Number	Priority
US	08/037,040	5,291,835	Original Application
US	08/889,080	5,890,433	U.S. 08/037,040 filed March 25, 1993
US	09/018,581	6,050,197	Original Application
US	09/556,243	6,393,996	U.S. 60/130,565 filed April 22, 1999
US	60/168,496	N/A	N/A
US	60/083,454	N/A	N/A
US	60/058,928	N/A	N/A
US	61/015,545		N/A
UK	9519542	2291 387	U.S. 08/037,040 filed March 25, 1993
Ukraine/Belarus	Unknown	Unknown	U.S. 08/037,040 filed March 25, 1993
WO	PCT/US07/88288		U.S. 60/871,075 filed December 20, 2006

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