

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC License Ltd.		12/13/2004	CORPORATION: DELAWARE

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
Entity Type:	National banking association:

PROPERTY NUMBERS Total: 85

Property Type	Number	Word Mark
Registration Number:	2289162	A AMTECH CORPORATION
Registration Number:	2304431	AMTECH CORPORATION
Registration Number:	2682177	AIRTIS
Registration Number:	2081055	AMTECH
Registration Number:	2260643	AMTECH
Registration Number:	2510022	ATTLAS
Registration Number:	2895985	AUTOPASO
Registration Number:	1895973	AUTOPATROL
Registration Number:	2501518	CARRIERPOINT
Registration Number:	2533797	CARRIER POINT
Registration Number:	2525545	CONNECTIONS THAT MOVE
Registration Number:	2288526	DAT
Registration Number:	2720436	DATCONEXUS
Registration Number:	2288525	DAT CONNECT

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Registration Number:	2287087	DAT DAILY
Registration Number:	2308304	DAT DIAL
Registration Number:	2743088	DATINTERNET
Registration Number:	2721019	DAT LIVE
Registration Number:	2723794	DAT LOAD BOARD
Registration Number:	2455907	DAT PARTNERS
Registration Number:	2690211	DAT SERVICES
Registration Number:	2433362	DAT SERVICES
Registration Number:	1341391	DIAL-A-TRUCK
Registration Number:	2852136	DIRECT-A-CALL CALLBOARD
Registration Number:	2837646	EGO
Registration Number:	2837656	EGO
Serial Number:	76451166	FORTE
Registration Number:	2487866	GLOBALWAVE
Registration Number:	2422313	INTERNET FREIGHT SERVICES
Registration Number:	1345110	JHK & ASSOCIATES
Registration Number:	2504077	KEYPOINT
Registration Number:	2498376	LANEMAKERS
Serial Number:	78501965	LINK OPSCENTER
Registration Number:	1441430	LOADNET
Registration Number:	2090580	MAKING SAFETY HAPPEN
Registration Number:	2546749	MEXLINK
Registration Number:	1879593	
Registration Number:	2504841	
Registration Number:	2421834	
Registration Number:	2106654	MORELOADS
Registration Number:	2272917	P
Registration Number:	2224591	PAINLESS POSTING
Registration Number:	2298655	PASSKEY
Registration Number:	2740657	PASSKEY
Serial Number:	78346439	PAY BY TAG TM
Serial Number:	78346436	PAY TAG TM
Registration Number:	2292977	PHOTOPOINT
Registration Number:	2257361	SAFETRAX
Serial Number:	78331650	SELECTENDER

Registration Number:	2032523	SMARTPASS
Serial Number:	76269403	SMARTPORT
Serial Number:	76342258	SMARTTRACE
Serial Number:	76444433	SMARTWATCH
Serial Number:	76332844	SMARTWATCH
Registration Number:	2906114	SMARTWATCH
Registration Number:	2906115	SMARTWATCH
Registration Number:	2906116	SMARTWATCH
Serial Number:	76976745	SMARTWATCH
Serial Number:	78344958	SMARTWATCH SECUREPASS
Serial Number:	75924082	STARLINK DIRECT
Registration Number:	2544851	STARPAY
Registration Number:	2742626	STARTAX
Registration Number:	1835701	SYNTONIC
Serial Number:	78328737	TAGTELLER
Serial Number:	78495004	TAGTELLER HELPLINK
Serial Number:	78461156	TEXPARK
Serial Number:	78302825	TOLLTAG
Registration Number:	2661933	TOLLTAG
Registration Number:	2546083	TRAFFIC VIEW
Registration Number:	2389090	TRANSCORE
Registration Number:	2450813	TRANSCORE
Registration Number:	2682609	TRANSCORE EXCHANGE
Registration Number:	2596787	TRANSCORRIDOR
Registration Number:	2878399	TRANSSUITE
Serial Number:	76077611	TRIPS123 GET CONNECTED AND GO!
Registration Number:	2796611	TRUCKERSEGE
Serial Number:	76341989	UNITAG
Registration Number:	2381834	VIACHEK
Registration Number:	2251870	VIASTAR DIRECT
Serial Number:	76030623	VIASTAR GOLD
Registration Number:	2530077	VIASTAR SERVICES CORPORATION
Serial Number:	75303728	VIASTAR
Registration Number:	2845061	VIASTAR
Registration Number:	2590257	VISTAR

Registration Number: 2521622 VISTAR DATACOM

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

Signature: /ms/

Date: 01/10/2005

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 13, 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 13, 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 Trademarks; 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 Trademarks (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

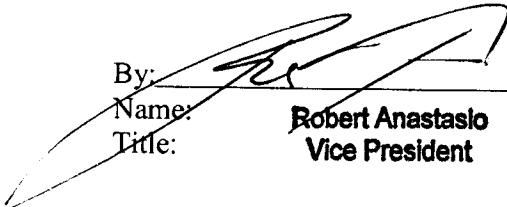
By: _____
Name:
Title:

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.

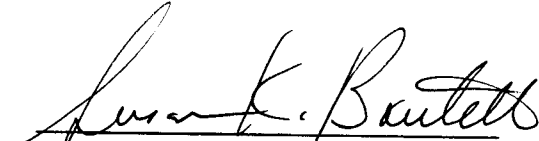
By: _____
Name:
Title:

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

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

STATE OF GEORGIA)
) ss
COUNTY OF GWINNETT)

On December 10, 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)
) 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, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2007

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations & Applications

<u>Mark</u>	<u>(Application Number) or Registration Number</u>
A AMTECH CORPORATION and Design	2,289,162
A AMTECH CORPORATION and Design	2,304,431
AIRTIS	2,682,177
AMTECH	2,081,055
AMTECH	2,260,643
ATTLAS	2,510,022
AUTO PASO	2,895,985
AUTOPATROL	1,895,973
CARRIERPOINT	2,501,518
CARRIERPOINT & Design	2,533,797
CONNECTIONS THAT MOVE	2,525,545
DAT	2,288,526
DATCONEXUS	2,720,436
DAT CONNECT	2,288,525
DAT DAILY	2,287,087
DAT DIAL	2,308,304
DATINTERNET	2,743,088
DAT LIVE	2,721,019
DAT-LOAD-BOARD	2,723,794
DAT PARTNERS	2,455,907
DAT SERVICES	2,690,211
DAT SERVICES and Design	2,433,362
DIAL-A-TRUCK and Design	1,341,391
DIRECT-A-CALL CALLBOARD	2,852,136
EGO	2,837,646
EGO & Design	2,837,656
FORTE	(76/451,166)
GLOBALWAVE	2,487,866
INTERNET FREIGHT SERVICES	2,422,313
JHK & ASSOCIATES and Design	1,345,110
KEYPOINT	2,504,077
LANEMAKERS	2,498,376
LINK OPSCENTER	(78/501,965)
LOADNET	1,441,430
MAKING SAFETY HAPPEN	2,090,580
MEXLINK	2,546,749
Miscellaneous Design (ATS Corporate Logo)	1,879,593
Miscellaneous Design	2,504,841
Miscellaneous Design	2,421,834
MORELOADS	2,106,654
P and Design	2,272,917

<u>Mark</u>	<u>(Application Number) or Registration Number</u>
PAINLESS POSTING	2,224,591
PASSKEY	2,298,655
PASSKEY	2,740,657
PAY BY TAG (Stylized)	(78/346,439)
PAY TAG (Stylized)	(78/346,436)
PHOTOPOINT	2,292,977
SAFETRAX	2,257,361
SELECTENDER	(78/331,650)
SMARTPASS	2,032,523
SMARTPORT	(76/269,403)
SMARTTRACE	(76/342,258)
SMARTWATCH	(76/444,433)
SMARTWATCH	(76/332,844)
SMARTWATCH	2,906,114
SMARTWATCH	2,906,115
SMARTWATCH	2,906,116
SMARTWATCH	(76/976,745)
SMARTWATCH SECURE PASS & Design	(78/344,958)
STARLINK DIRECT	(75/924,082)
STARPAY	2,544,851
STAR TAX	2,742,626
SYNTONIC (Stylized)	1,835,701
TAGTELLER	(78/328,737)
TAGTELLER HELPLINK	(78/495,004)
TEXPARK	(78/461,156)
TOLLTAG	(78/302,825)
TOLLTAG and Design	2,661,933
TRAFFIC VIEW	2,546,083
TRANSCORE	2,389,090
TRANSCORE and Design	2,450,813
TRANSCORE EXCHANGE	2,682,609
TRANSCORRIDOR	2,596,787
TRANSSUITE	2,878,399
TRIPS123 GET CONNECTED AND GO!	(76/077,611)
TRUCKERSEGE	2,796,611
UNITAG	(76/341,989)
VIACHECK	2,381,834
VIASTAR DIRECT	2,251,870
VIASTAR GOLD	(76/030,623)
VIASTAR SERVICES CORPORATION	2,530,077
VIASTAR	(75/303,728)
VIASTAR and Design	2,845,061
VISTAR and Design	2,590,257
VISTAR DATACOM	2,521,622