

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
RADS Hospitality, Ltd.		01/13/2004	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	lbertech, Inc.
Street Address:	1320 Tennis Drive
City:	Bedford
State/Country:	TEXAS
Postal Code:	76022
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2144355	ALOHA

CORRESPONDENCE DATA

Fax Number: (214)978-3099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.978.3064
 Email: roxanne.edwards@bakernet.com
 Correspondent Name: S. Roxanne Edwards c/o Baker & McKenzie
 Address Line 1: 2001 Ross Avenue
 Address Line 2: 2300 Trammell Crow Center
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	24119037.17
NAME OF SUBMITTER:	S. Roxanne Edwards

Total Attachments: 7
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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made and entered into as of January 13, 2004, by and between RADS Hospitality, Ltd., a Texas limited partnership ("Grantor"), and Ibertech, Inc., as Sellers' Agent pursuant to the Purchase Agreement ("Grantee").

WITNESSETH:

WHEREAS, Grantee and Grantor are parties to that certain Asset Purchase Agreement, dated as of December 15, 2003, as amended by that certain Amendment No. 1 to Asset Purchase Agreement, dated January 13, 2004 (the "Purchase Agreement") by and among Radiant Systems, Inc., as Purchaser ("Radiant"), Grantee and its affiliates, as Sellers, and certain other parties named therein; and

WHEREAS, with the consent of Grantee, Grantor has received a portion of the Assets purchased by Radiant pursuant to the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Radiant has executed in favor of Grantee the First Note and the Second Note (the "Notes"); and

WHEREAS, Grantor has guaranteed Radiant's payment obligations under the Notes pursuant to that certain Guaranty Agreement, of even date herewith, between Grantor and Grantee (the "Guaranty Agreement");

WHEREAS, certain terms used but not defined herein shall have the meanings given such terms in the Purchase Agreement; and

WHEREAS, as a condition to Grantee's willingness to extend the financial accommodations to Radiant evidenced by the Notes, Grantee has required that Grantor execute this Agreement in order to secure Radiant's obligations under the Notes and Grantor's guaranty thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1. DEFINITIONS.

Section 1.1. Defined Terms. Whenever used in this Agreement, the following terms shall have the meanings stated below:

(a) "Collateral" means the following:

(i) Whether now or hereafter acquired by Grantor, wherever located, all (x) Intellectual Property Assets, Business Contracts, Business Licenses, Real Property Leases, Personal Property Leases, Inventory, Tangible Personal Property and Books and Records; (y) with respect to Intellectual Property Assets all improvements, modifications, enhancements, revisions and versions of any software originally comprising the Intellectual Property Assets ("Improvements"); and (z) with respect to Business Contracts and Business Licenses, any replacements or renewals of such contracts and

any new contracts of a similar nature relating exclusively to the licensing, distribution or sale of software originally comprising the Intellectual Property Assets or Improvements.

(ii) All present and future increases, combinations, reclassifications, and improvements of, accessions, attachments, and other additions to, and substitutes and replacements for, all or part of the Collateral heretofore described.

(iii) All present and future general intangibles (other than payment intangibles), chattel paper, documents, and instruments, arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of outside the ordinary course of Grantor's business, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other person or entity with respect to infringements of, all or any part of the Collateral heretofore described.

(iv) All present and future security for the payment to Grantor of any of the Collateral heretofore described and goods which gave or will give rise to any of such Collateral or are evidenced, identified, or represented therein or thereby; provided that the description of Collateral contained in this Section 1.1(a) shall not be deemed to permit any action prohibited by this Agreement or by terms incorporated in this Agreement.

(v) All claims, refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment related to all or any part of the Collateral heretofore described.

(vi) All proceeds of any of the above to the extent arising outside the ordinary course of Grantor's business.

Notwithstanding anything to the contrary contained in the foregoing, the term "Collateral" shall not include any revenues or any accounts or notes receivable derived from the Intellectual Property Assets, Improvements, Business Licenses or Business Contracts for business periods ending prior to an uncured Default hereunder and the subsequent acceleration of the Obligations.

(b) "Court" means any court or governmental department, commission, board, bureau, agency or instrumentality of the United States or of any state, commonwealth, nation, territory, possession, county, parish or municipality, whether now or hereafter constituted or existing.

(c) "Lien" means any lien, mortgage, security interest, charge or encumbrance of any kind, including without limitation, the rights of a vendor, lessor or similar party under any conditional sales agreement or other title retention agreement or lease substantially equivalent thereto, any production payment and any other right of or arrangement with any creditor to have his claim satisfied out of any property or assets, or the proceeds therefrom, prior to the general creditors of the owner thereof.

(d) "Obligations" means any and all obligations owing by Radiant to Grantee arising out of the Notes.

(e) "Permitted Liens" means (i) the Security Interest and any other Liens in favor of Grantee, (ii) Liens for taxes not yet due and payable, (iii) mechanic's Liens and materialman's Liens for services or materials for which payment is not yet due and (iv) landlord's Liens for rental not yet due and payable.

(f) "Security Interest" means the security interest granted and the pledge and assignment made under Section 2.1.

(g) "UCC" means the Uniform Commercial Code as enacted in the State of Texas as of the date of this Agreement.

Section 1.2. Integration with UCC. Any and all terms used in this Agreement which are defined in the UCC shall be construed and defined in accordance with the meaning and definition ascribed to such terms under the UCC.

ARTICLE 2. SECURITY.

Section 2.1. Security Interest. To secure timely payment and performance in full of the Obligations, Grantor hereby sells, assigns, conveys, mortgages, pledges, hypothecates and transfers and hereby grants to Grantee a security interest in and to the Collateral.

Section 2.2. Supplemental Documentation. For so long as any of the Obligations remain outstanding, Grantor shall, at Grantee's expense, execute and deliver to Grantee any supplemental documentation that Grantee may reasonably request to perfect and maintain the security interest in the Collateral granted by Grantor to Grantee.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES: COVENANTS

Section 3.1. Representations and Warranties. Grantor represents and warrants to Grantee that:

(a) Grantor is duly organized, validly existing and in good standing in the State of Texas.

(b) Grantor's place of business and chief executive office is where Grantor is entitled to receive notices hereunder, and the present location of the Collateral (except to the extent Grantee or its affiliates maintained any such Collateral elsewhere prior to the date of this Agreement) is at 1320 Termis Drive, Bedford, Texas, Tarrant County, USA.

Section 3.2. Certain Covenants. Until the Obligation is paid and performed in full, unless Grantor receives a prior written notification from Grantee that Grantee does not object to a deviation, Grantor covenants and agrees with Grantee that Grantor will:

(a) Maintain, at the place where Grantor is entitled to receive notices hereunder, a current record of where all Collateral is located, permit representatives of Grantee at any time during normal business hours and upon three business days' prior notice to inspect and make abstracts from such records and furnish to Grantee, at such reasonable intervals as Grantee may request, such documents, lists, descriptions, certificates and other information as may be reasonably necessary or proper to keep Grantee informed with respect to the identity, location, status, condition and value of the Collateral.

(b) Promptly notify Grantee of any change in any material fact or circumstances represented or warranted by Grantor with respect to any of the Collateral or Obligations.

(c) Promptly notify Grantee of any claim, action or proceeding materially and adversely affecting title to all or any material portion of the Collateral or the Security Interest and, at the request of Grantee, appear in and defend, at Grantor's expense, any such action or proceeding.

(d) Hold in trust for Grantee all Collateral that is chattel paper, instruments or documents at any time received by Grantor and promptly deliver the same to Grantee following a Default.

(e) Not sell, lease or otherwise dispose of, or permit the sale, lease or disposition of, any Collateral, except for sales of inventory and non-exclusive licenses to use software, all in the ordinary course of business.

(f) Not create, incur or suffer or permit to be created or incurred or to exist any Lien upon or against any of the Collateral, except for Permitted Liens.

(g) Keep the Collateral that is inventory or equipment in good repair, working order and condition and promptly make all necessary repairs or replacements to that end.

(h) Pay, before delinquent, all taxes lawfully levied against any of the Collateral.

(i) Keep the Collateral fully insured in such amounts, against such risks and with such insurers as may be reasonably approved by Grantee.

(j) At Grantor's expense and Grantee's request, before or after a Default, file or cause to be filed such applications and take such other actions as Grantee may request to obtain the consent or approval of any Court to Grantee's rights hereunder, including, without limitation, the right to sell all the Collateral upon an uncured Default without additional consent or approval from such Court (and, because Grantor agrees that Grantee's remedies at law for failure of Grantor to comply with this provision would be inadequate and that such failure would not be adequately compensable in damages, Grantor agrees that its covenants in this provision may be specifically enforced).

(k) From time to time promptly execute and deliver to Grantee all such other assignments, certificates, supplemental documents and financing statements, and do all other acts or things as Grantee may reasonably request in order to more fully create, evidence, perfect, continue and preserve the priority of the Security Interest, including, any such documents that may be required to be filed with the United States Patent & Trademark Office.

(l) If certificates of title are issued or outstanding with respect to any of the Collateral, cause the Security Interest to be properly noted thereon.

(m) Not use any of the Collateral, or permit the same to be used, for any unlawful purpose or in any manner inconsistent with the provisions or requirements of any policy of insurance thereon.

(n) Not relocate the Business Units' principal place of business, chief executive office, jurisdiction of incorporation or place where Business Units' books and records are kept, or otherwise relocate any material portion of the other Collateral to a county, parish, or state other than as indicated above unless prior thereto Grantor (i) gives Grantee 30 days prior written notice of such proposed relocation (such notice to include, without limitation, the name of the county or parish and state into which such relocation is to be made) and (ii) (unless the relocation is to a jurisdiction in which existing financing statements or other required filings have previously been made to perfect the Security Interest in such Collateral) executes and delivers all such additional documents and performs all additional acts as Grantee in its reasonable discretion may request in order to continue or maintain the existence and priority of the Security Interest in such Collateral.

Section 3.3. Transfer to Affiliates. Notwithstanding any provision hereof the contrary, Grantor may, from time to time, transfer the Collateral, in whole or in part, to one or more direct or indirect subsidiaries of Grantor provided that each such subsidiary executes and delivers to Grantee an agreement to be bound to the terms of this Agreement with respect to such transferred Collateral received by such affiliate.

ARTICLE 4. EVENTS OF DEFAULT.

Section 4.1. Default. The term "Default," as used herein, means the occurrence of any one or more of the following events (including the passage of time, if any, specified therefore):

(a) The failure or refusal of Grantor to pay principal of or interest on the Obligation or to pay any fees on or in respect of all or any part of the Obligation, as the same becomes due in accordance with its terms (including any applicable grace periods).

(b) The occurrence of an "Event of Default" under the Notes.

(c) Any representation or warranty made by Grantor (or any of its officers) under or in connection with this Agreement or the Guaranty Agreement which shall prove to have been incorrect in any material respect when made, or any failure by Grantor to perform or observe any term, covenant or agreement contained in this Agreement or the Guaranty Agreement on its part to be performed or observed.

Section 4.2. Remedies. Should a Default occur and be continuing, Grantee may, at its election, exercise any and all rights and remedies available to a secured party under the UCC, in addition to any and all other rights and remedies afforded by the Notes, at law, in equity or otherwise, including, without limitation, (a) declaring the entire unpaid balance of the Obligation, or any part thereof, immediately due and payable, whereupon it shall be due and payable (provided that, upon the occurrence of a Default under Section 6(b) or (c), the entire Obligation shall automatically become due and payable without notice or other action of any kind whatsoever); (b) reduce any claim to judgment; (c) foreclose the Security Interest and any other Liens Grantor may have or otherwise realize upon any and all of the rights Grantee may have in and to the Collateral, or any part thereof; (d) requiring Grantor to assemble all or part of the Collateral and make it available to Grantee at a place to be designated by Grantee which is reasonably convenient to Grantor and Grantee; (e) surrendering any policies of insurance on all or part of the Collateral and receiving and applying the unearned premiums as a credit on the Obligation; (f) applying by appropriate judicial proceedings for appointment of a receiver for all or part of the Collateral; and (g) bringing suit or other proceedings before any Court either for specific performance of any covenant or condition contained in the Notes or in aid of the exercise of any right granted to Grantee in the Notes.

ARTICLE 5. MISCELLANEOUS.

Section 5.1. Financing Statement. Grantee shall be entitled at any time to file this Agreement, or a carbon, photographic or other reproduction of this Agreement, as a financing statement (to the extent allowed under applicable law), but the failure of Grantee to do so shall not impair the validity or enforceability of this Agreement. Grantor hereby authorizes Grantee to file a financing statement describing the Collateral.

Section 5.2. Waivers. Grantor waives (a) any right to require Grantee to proceed against any other Person, to exhaust its rights in the Collateral or to pursue any other right which Grantee may have, and (b) with respect to the Obligation, presentment and demand for payment, protest, notice of protest and nonpayment and notice of intention to accelerate

Section 5.3. Amendments: Waiver: Consent. No amendment or waiver of any provision of this Agreement or the Notes, nor consent to any departure by Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Grantee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 5.4. Notices. All notices and other communications hereunder shall be given in accordance with the terms of the Notes.

Section 5.5. No Waiver. No failure on the part of Grantee to exercise, and no delay in exercising, any right hereunder or under the Notes shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder or under the Notes preclude any other or further exercise thereof or the exercise of any other right.

Section 5.6. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns, except that Grantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Grantee.

Section 5.7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, excluding the application of its conflicts or choice of law provisions, except for the perfection and enforcement of security interests in other jurisdictions, which shall be governed by such other jurisdictions.

Section 5.8. Counterparts. This Agreement may be executed in multiple counterparts (any of which counterparts may be via facsimile signature), each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

Section 5.9. Severability. Any provision of this Agreement or the Notes that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the Notes or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 5.10. Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor affect its meaning, construction or effect.

[Signatures appear on the next page]

IN WITNESS WHEREOF, each of Grantor and Grantee has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

"Grantor":

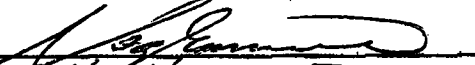
RADS HOSPITALITY, LTD.

By: RADIANT SYSTEMS, INC., its General Partner

By: 
Mark Haidet,
Chief Financial Officer

"Grantee":

IBERTECH, INC., AS AGENT FOR THE SELLERS

By: 
Name: M. NEGREIDO
Title: PRESIDENT, CEO