

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RMS Systems, Inc.		07/19/2005	CORPORATION: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grayhawk Venture Fund I, L.P.		
<b>Street Address:</b>	5050 N. 40th Street		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85018		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2161096	COMPLIANCE SUITE	
Registration Number:	2040122	PC COMPLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)664-2091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-640-9311		
<b>Email:</b>	trademarks@omlaw.com		
<b>Correspondent Name:</b>	Jonathan F. Ariano		
<b>Address Line 1:</b>	2929 North Central Avenue		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85012		
<b>NAME OF SUBMITTER:</b>	Jonathan F. Ariano		
<b>Signature:</b>	/jonathan.f.ariano/		

CH \$65.00 2161096

Date:

07/19/2005

**Total Attachments: 6**

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 19, 2005, is executed by RMS Systems, Inc., an Oklahoma corporation (the "Debtor"), in favor of the Collateral Agent (as defined in the Security Agreement (as defined below)). The parties listed on Annex A hereto are sometimes referenced to herein as "Secured Parties."

A. Pursuant to a Secured Note and Warrant Purchase Agreement, dated as of July 19, 2005 (the "Purchase Agreement"), among Debtor and Secured Parties, and a Security Agreement, dated as of July 19, 2005 (the "Security Agreement"), executed by Debtor in favor of the Collateral Agent on behalf of the Secured Parties, Secured Parties have agreed to extend certain loans to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor owns the registered trademarks, and/or applications for registered trademarks (including intent-to-use trademarks), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to the Collateral Agent, in accordance with the provisions of Section 6(c) of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules' completeness or accuracy, and, further, Debtor shall provide such notice to the Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants, to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in all right, title and interest of Debtor in and to the Trademarks, together with any renewals thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to the Collateral Agent, for itself and on behalf of and for the ratable benefit of each of the Secured Parties, a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Upon termination of the security interest granted pursuant to the Security Agreement, the security interest granted herein shall terminate and all rights to the Trademarks and the Collateral shall revert to Debtor.


Secured Parties' addresses are set forth on Annex A hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest in Trademarks to be executed as of the day and year first above written.

**DEBTOR:**

**RMS Systems, Inc.**, an Oklahoma corporation

By:   
Print Name: ROBERT JOHNSON  
Print Title: PRESIDENT CEO

Address: P.O. Box 480482  
Denver, CO 80248

Facsimile: \_\_\_\_\_

ANNEX A

Secured Party Name and Notice Address:

Grayhawk Venture Fund I, L.P.  
5050 N. 40<sup>th</sup> Street, Suite 310  
Phoenix, Arizona 85018  
Facsimile: (602) 956-8080

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Issuance</u>
COMPLIANCE SUITE (word)	2161096	5/26/1998
PC COMPLIANCE and design (design)	2040122	2/25/1997

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date of Filing</u>