

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
Cantaloupe Systems		05/21/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	GEF Clean Technology Fund, L.P.		
Composed Of:	COMPOSED OF Clean Tech Management, LLC, a Delaware limited liability company		
Street Address:	5471 Wisconsin Avenue		
Internal Address:	Suite 300		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3198306	SEED	
Registration Number:	3192164	CANTALOUPE SYSTEMS	
Registration Number:	3260944		
Registration Number:	3256437	BECAUSE MACHINES CAN'T CRY FOR HELP	
CORRESPONDENCE DATA			
Fax Number:	(703)720-7399		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-720-7033		
Email:	colleen.mcduffie@aporter.com		
Correspondent Name:	Colleen H. McDuffie		
Address Line 1:	1600 Tysons Boulevard		
Address Line 4:	McLean, VIRGINIA 22181		
ATTORNEY DOCKET NUMBER:	20698.005		

CH \$115.00 3198306

NAME OF SUBMITTER:	Colleen H. McDuffie
Signature:	/Colleen H. McDuffie/
Date:	05/29/2008
Total Attachments: 4 source=CantaloupeSecurityInterests#page1.tif source=CantaloupeSecurityInterests#page2.tif source=CantaloupeSecurityInterests#page3.tif source=CantaloupeSecurityInterests#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of May 21, 2008 by and between GEF Clean Technology Fund, L.P. ("GEF") and Cantaloupe Systems, a Nevada corporation ("Grantor").

Recitals

GEF and Grantor are parties to that certain Note Purchase and Security Agreement, dated of even date herewith (as amended from time to time, the "Purchase Agreement"). Capitalized terms used herein have the meanings assigned in the Purchase Agreement.

Pursuant to the Purchase Agreement, Grantor has granted to GEF a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Agreement

Grantor agrees as follows:

1. To secure performance of all of its "Obligations," as defined in the Purchase Agreement, Grantor grants to GEF a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor listed on Schedule A hereto, to the extent assignable, (ii) all patents and patent applications owned or controlled by Grantor or licensed to Grantor listed on Schedule B hereto, to the extent assignable, and (iii) all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office listed on Schedule C.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing GEF with at least 15 days prior written notice thereof, (ii) providing GEF with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as GEF may reasonably request from time to time to perfect or continue the perfection of GEF's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to GEF identifying the

maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of GEF.

4. This Agreement is being executed and delivered pursuant to the Purchase Agreement; nothing herein limits any of the terms or provisions of the Purchase Agreement or the Note, and GEF's rights hereunder and under the Purchase Agreement and the Note are cumulative. This Agreement, the Purchase Agreement and the Note set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that GEF may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of GEF and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York. Each party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement any right to a trial by jury.

Address of Grantor:

2930 Shattuck Avenue, Suite 206
Berkeley, CA 94705

CANTALOUPE SYSTEMS

By M. Allen
Title CEO

Address of GEF:

5471 Wisconsin Avenue, Suite 300
Chevy Chase, MD 20815

GEF Clean Technology Fund, L.P.

By: Clean Tech Management, LLC, its General
Partner

By: GEF Management Corporation, its
Managing Member

By _____
Title _____

2121030.02

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4. This Agreement is being executed and delivered pursuant to the Purchase Agreement; nothing herein limits any of the terms or provisions of the Purchase Agreement or the Note, and GEF's rights hereunder and under the Purchase Agreement and the Note are cumulative. This Agreement, the Purchase Agreement and the Note set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that GEF may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of GEF and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York. Each party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement any right to a trial by jury.

Address of Grantor:

2930 Shattuck Avenue, Suite 206
Berkeley, CA 94705

CANTALOUPE SYSTEMS

By _____
Title _____

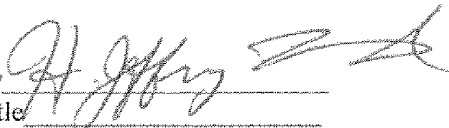
Address of GEF:

5471 Wisconsin Avenue, Suite 300
Chevy Chase, MD 20815

GEF Clean Technology Fund, L.P.

By: Clean Tech Management, LLC, its General Partner

By: GEF Management Corporation, its Managing Member

By  _____
Title _____

SCHEDULE A

Trademarks and Servicemarks

MARK	SERIAL NUMBER	FILING DATE	STATUS
SEED (Design)	78/711,280	09/12/2006	U.S. Federal Registration Registered 1/16/07
CANTALOUPE SYSTEMS (Design)	78/711,251	09/12/2006	U.S. Federal Registration Registered 1/2/07
CANTALOUPE CIRCLE LOGO	78/961,750	08/28/2006	U.S. Federal Registration Registered 7/10/07
BECAUSE MACHINES CAN'T CRY FOR HELP (Class 035)	78/959,520	08/24/2006	U.S. Federal Registration Registered 6/26/07