

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
Carttronics LLC		01/16/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BFI Business Finance		
Street Address:	851 East Hamilton Avenue, 2nd Floor		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3506675	SMART CORRAL	
Registration Number:	2238072	CAPS	
Serial Number:	77480485	RSN	
Serial Number:	77467270	BOBS	
Serial Number:	77465995	STOREPORT	
Serial Number:	77466032	POPS	
CORRESPONDENCE DATA			
Fax Number:	(650)849-4800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650)849-4400		
Email:	mary.zimmerman@bingham.com		
Correspondent Name:	Mary R. Zimmerman		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	Three Embarcadero Center		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-4067		

CH \$165.00 3506675

ATTORNEY DOCKET NUMBER:	3003097-0000313437
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/
Date:	01/27/2009

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this **16th day of January, 2009** by and between **Cartronics LLC**, a California limited liability company ("Pledgor") and **BFI Business Finance** ("Secured Party"), a California corporation.

RECITALS

A. Secured Party has agreed to lend to Pledgor certain funds (the "Loan"), and Pledgor desires to borrow such funds from Secured Party and will be secured in part pursuant to the terms of a Security Agreement, Loan and Security Agreement, and/or Secured Promissory Note executed or to be executed in connection herewith (either, as amended, the "Loan Agreement").

B. In order to induce Secured Party to make the Loan, Pledgor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Pledgor to Secured Party.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Pledgor's present or future indebtedness, obligation and liabilities to Secured Party, Pledgor hereby transfers, conveys and grants a mortgage to Secured Party, as security, Pledgor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

a. Any and all copyright rights, copyright application, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, or acquired or held;

c. Any and all design rights which may be available to Pledgor now or hereafter existing, created, acquired or held;

d. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

e. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks").

f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use; and

h. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Pledgor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

3. Covenants and Warranties. Pledgor represents, warrants, covenants and agrees as follows:

a. Pledgor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Pledgor to its customers in the ordinary course of business and except for liens, encumbrances or security interests described in Exhibit D attached hereto;

b. Performance of this Agreement does not conflict with or result in a breach of any agreement to which Pledgor is party or by which Pledgor is bound;

c. During the term of this Agreement, Pledgor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Pledgor, copies of which Pledgor will provide from time to time to Secured Party at the request of Secured Party;

d. Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

e. Pledgor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Pledgor in or to any Trademark, Patent or Copyright not specified in this Agreement;

f. Pledgor shall (i.) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii.) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii.) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

g. Pledgor shall not 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 Secured Party with at least fifteen (15) days' prior written notice thereof; (ii) providing Secured Party with a copy of the application for any such registration; and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Pledgor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party 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 Secured Party;

h. This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Pledgor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause 3.i below;

i. Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i.) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery or performance of this Agreement or by Pledgor; or (ii.) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

j. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Pledgor with respect to the Collateral is accurate and complete in all material respects;

k. Pledgor shall not enter into any agreement that would materially impair or conflict with Pledgor's obligations hereunder without Secured Party's prior written consent. Pledgor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Pledgor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

l. Upon any officer of Pledgor obtaining knowledge thereof, Pledgor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Pledgor or Secured Party to dispose of any of the Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Pledgor's sole expense, any actions that Pledgor is required under this Agreement to take but which Pledgor fails to take, after five (5) days' telephonic or written notice to Pledgor. Pledgor shall reimburse and indemnify Secured Party for all costs and expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Pledgor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Pledgor, and any of Pledgor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Pledgor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Secured Party to access to Pledgor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

a. On a continuing basis, Pledgor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Patents.

b. Pledgor hereby irrevocably appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Secured Party or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

i. To modify in its sole discretion this Agreement without first obtaining Pledgor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C thereof, to include reference to any right title or interest in any copyright, patents, or trademarks acquired by Pledgor after the execution hereof or to delete any reference to any right, title, interest in any copyrights, patents, or trademarks in which Pledgor no longer has or claims any right, title or interest; and,

ii. To file, in its sole discretion, one or more UCC financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Pledgor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

a. An Event of Default occurs under the Loan Agreement or any other agreement between Pledgor and Secured Party; or

b. Pledgor breaches any warranty or agreement made by Pledgor in this Agreement.

8. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Pledgor to assemble the Collateral and to make it available to Secured Party at a place designated by Secured Party. Pledgor will pay any expenses (including attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Pledgor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a.) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b.) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Pledgor, whether under this Agreement or otherwise (including, without limitation, attorneys' fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Release. At such time as Pledgor shall completely satisfy all of the obligations secured hereunder, Secured Party shall execute and deliver to Pledgor all deeds, releases and other instruments as may be necessary or proper to revest in Pledgor full title to the property granted hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

13. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Pledgor and Secured Party consent to the non-exclusive jurisdiction of any state or federal court located in Santa Clara County, California.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

Address of Pledgor:

12310 World Trade Dr.
San Diego, California 92128

PLEDGOR:

Carttronics LLC



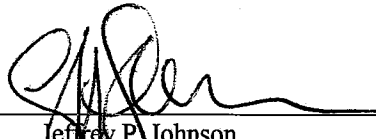
By: John R. French
Its: President & CEO

Address of Secured Party:

851 East Hamilton Avenue, 2nd Floor
Campbell, California 95008

SECURED PARTY:

BFI Business Finance



By: Jeffrey P. Johnson
Its: Executive Vice President

EXHIBIT "A"

COPYRIGHTS

All present and future registered and unregistered copyrights.



EXHIBIT "B"

PATENTS

All present and future registered and unregistered patents, including but not limited to the following:

Patent	US Patents Registration Number or Serial Number	Date
Caster-lock with dual receivers	Patent # 7,420,461	09/02/2008
Shopping cart tilt and tip prevention device	Patent # 7,225,903	06/05/2007
Cart return credit system	Patent # 6,975,205	12/13/2005
Cart return loyalty credit system	Patent # 6,486,768	11/26/2002
Security apparatus and method for shopping carts and the like	Patent # 6,125,972	10/03/2000
Security device for shopping carts and the like	Patent # 5,881,846	03/16/1999
System for preventing shopping cart push-out theft	App # 20080309389	12/18/2008
Caster-lock with dual receivers	App # 20080158013	07/03/2008
Braking Shell for shopping cart security device	App # 20070074936	05/04/2007
System and method for monitoring and managing an environment	App # 20070225879	09/27/2007
Tracking system and method	App # 20060279421	12/14/2006
Shopping cart tilt and tip prevention device	App # 20050241889	11/03/2005
Shopping Cart Security System Using RF or IR Perimeter Transmitters		
Anti Title Device for Shopping Cart		
Infrared (IR) Monitor and Control System		
System for Preventing Shopping Cart Push-Out Theft	11/763,710	06/15/2007
Shopping Cart Basket Monitor	11/849,063	08/31/2007
System and Method for Inventory Control		
System and Method for Reducing Inventory Shrink	11/849,074	8/31/2007
Programmable Audio Enunciator		
Shopping Cart Accountability Using Coupon Incentives	11/855,026	9/13/2007
Caster System Activator	11/972,436	01/10/2008

International Patents: Exhibit "B" Continued...

<u>TITLE</u>	<u>COUNTRY</u>	<u>DATE FILED</u> <u>SERIAL NO.</u>
System and Method for Monitoring and Managing an Environment	PCT	11/29/06 PCT/US2006/ 045756
System and Method for Monitoring and Managing an Environment	EUROPE	09/19/08 06844646.7
System and Method for Monitoring and Managing an Environment	CANADA	
Braking Shell for Shopping Cart Security Device	PCT	04/26/08 PCT/US2006/ 015610
Braking Shell for Shopping Cart Security Device	Europe	08/28/07 06758573.7
Braking Shell for Shopping Cart Security Device	Canada	01/04/08 2,604,212
Braking Shell for Shopping Cart Security Device	Australia	04/26/08 2006238833

Tracking System and Method	PCT	06/01/06 PCT/US2006/ 021254
Tracking System and Method	Europe	11/22/07 06771821.3
Tracking System and Method	Australia	06/01/06 (same as International filing date) 2006252494

International Patents: Exhibit "B" Continued...

Tracking System and Method	Canada	06/01/06 (same as International filing date) 2610241
Security Apparatus and Method for Shopping Carts and the Like	Mexico	10/14/98 999424
Security Apparatus and Method for Shopping Carts and the Like	New Zealand	09/29/98 338066
Security Apparatus and Method for Shopping Carts and the Like	Australia	03/30/98 65915/98
Security Apparatus and Method for Shopping Carts and the Like	Canada	10/14/98 2,286,808
Security Apparatus and Method for Shopping Carts and the Like	Europe	03/30/98 98912125.6
Security Apparatus and Method for Shopping Carts and the Like	Singapore	09/30/98 9904773.0
Security Apparatus and Method for Shopping Carts and the Like	China	03/30/98 98804267.3
Security Apparatus and Method for Shopping Carts and the Like	Indonesia	10/07/98 W-991164
Security Apparatus and Method for Shopping Carts and the Like	Brazil	10/17/98 PI9812257-6
Security Apparatus and Method for Shopping Carts and the Like	PCT	03/30/98 PCT/US98/08 229
Security Apparatus and Method for Shopping Carts and the Like	Hong Kong	03/30/98 00101834.8

International Patents: Exhibit "B" Continued...

Caster-Lock with Dual Receivers	PCT	07/30/07 PCT/US2007/ 074705
System for Preventing Shopping Cart Push-Out Theft	PCT	08/11/08 PCT/US2008/ 066550
Shopping Cart Accountability Using Coupon Incentives	PCT	08/22/08 PCT/US2008/ 074050

EXHIBIT "C"

TRADEMARKS

All present and future registered and unregistered trademarks, including but not limited to the following:

Trademark	Registration Number or Serial Number	Date
SMART CORRAL	Reg. # 3506675	September 23, 2008
CAPS	Reg. # 2238072	April 13, 1999
RSN	S/N 77480485	May 21, 2008
BOBS	S/N 77467270	May 6, 2008
StorePort	S/N 77465995	May 5, 2008
POPS	S/N 77466032	May 5, 2008

International Trademarks Exhibit "C" continued...

TITLE	COUNTRY	DATE FILED SERIAL NO.	DATE ISSUED PATENT NO. / OR STATUS
CAPS Trademark	Europe	08/11/97 604322	02/17/99 604322
SMART CORRAL Trademark	Europe	03/07/00 1543404	08/01/01 1,543404
SMART CORRAL Trademark	Europe	08/27/06 005340501	08/13/07 005340501
SMART CORRAL Trademark	Canada	09/07/06 1,315,678	
TOTAL CART MANAGEMENT Trademark	Europe	10/04/00 1885532	03/19/02 1885532 Abandoned
BOBS Trademark	EUROPE		Awaiting Filing Receipt
POPS Trademark	EUROPE	09/26/08 007292675	Awaiting Office Action.
STOREPORT Trademark	Canada	08/26/08 1408641	Awaiting Office Action
STOREPORT Trademark	Europe	08/29/08 007226004	Awaiting Office Action
RSN Service Mark	EUROPE	08/23/08 007254601	Awaiting Office Action
RSN Service Mark	CANADA	09/22/08 1411625	Awaiting Office Action



EXHIBIT "D"

PERMITTED LIENS

None

