

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CANTALOUPE SYSTEMS		07/14/2009	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
Name:	SILICON VALLEY BANK		
Street Address:	4420 ROSEWOOD DRIVE		
City:	PLEASANTON		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
Property Type	Number	Word Mark	
Registration Number:	3260944		
Registration Number:	3256437	BECAUSE MACHINES CAN'T CRY FOR HELP	
Registration Number:	3198306	SEED	
Registration Number:	3192164	CANTALOUPE SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001062		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$115.00 3260944

Signature:	/Michael J. Brignati 60,890/
Date:	07/17/2009
<b>Total Attachments: 9</b> source=SVB-Cantaloupe_Systems_Executed_Agreement#page1.tif source=SVB-Cantaloupe_Systems_Executed_Agreement#page2.tif source=SVB-Cantaloupe_Systems_Executed_Agreement#page3.tif source=SVB-Cantaloupe_Systems_Executed_Agreement#page4.tif source=SVB-Cantaloupe_Systems_Executed_Agreement#page5.tif source=SVB-Cantaloupe_Systems_Executed_Agreement#page6.tif source=SVB-Cantaloupe_Systems_Executed_Agreement#page7.tif source=SVB-Cantaloupe_Systems_Executed_Agreement#page8.tif source=SVB-Cantaloupe_Systems_Executed_Agreement#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and CANTALOUPE SYSTEMS, a Nevada corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, 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, acquired or held;

(c) Any and all design rights that may be available to Grantor 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 servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

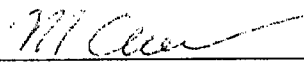
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CANTALOUPE SYSTEMS

2930 Shattuck Avenue, Suite 206  
Berkeley, California 94705  
Attn: Sarah Rankin, COO and President

By:   
Name: Mandeep Arora  
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

4420 Rosewood Drive  
Pleasanton, California 94588  
Attn: Vincent Vallejos

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CANTALOUPE SYSTEMS

2930 Shattuck Avenue, Suite 206  
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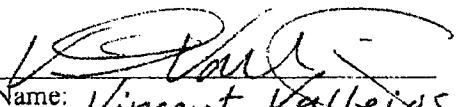
By: \_\_\_\_\_  
Name:  
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

4420 Rosewood Drive  
Pleasanton, California 94588  
Attn: Vincent Vallejos

By:   
Name: Vincent Vallejos  
Title: Relationship Manager

**CANTALOUPE SYSTEMS**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

**CANTALOUPE SYSTEMS**

EXHIBIT B

Patents

Domestic

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/Assignee</u>	<u>Security Interest/Ownership Issues</u>
VENDING MACHINE DOOR MONITORING SYSTEM	USA	7,385,504	06/10/2008	Cantaloupe Systems, Inc.	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/21/2008 and recorded at reel 021018 frame 0369
REMOTE DIAGNOSIS AND REPAIR OF VENDING MACHINE COMMUNICATION FAILURES	USA	7,325,728	02/05/2008	Cantaloupe Systems, Inc.	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/21/2008 and recorded at reel 021018 frame 0369
ANTENNA HOUSING FOR A VENDING MACHINE	USA	D531,626	11/07/2006	Cantaloupe Systems, Inc.	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/21/2008 and recorded at reel 021018 frame 0369
REMOTE MANAGEMENT OF VENDING MACHINES	USA	11/ 097,761	03/31/2005	Cantaloupe Systems, Inc.	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/21/2008 and recorded at reel 021018 frame 0369
VENDING MACHINE SERVICING SCHEDULING	USA	11/096,889	3/31/2005	Cantaloupe Systems, Inc.	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/21/2008

International

<u>Title</u>	<u>Jurisdiction</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/Assignee</u>	<u>Security Interest/Ownership Issues</u>
REMOTE MANAGEMENT OF VENDING MACHINES	WIPO/PCT	PCT/US06/11467	03/28/2006	Cantaloupe Systems, Inc.	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/21/2008



REMOTE DIAGNOSIS AND REPAIR OF VENDING MACHINE COMMUNICATION FAILURES	WIPO/PCT	PCT/US06/11466	3/28/2006	Cantaloupe Systems, Inc.	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/21/2008
VENDING MACHINE DOOR MONITORING SYSTEM	WIPO/PCT	PCT/US06/11472	3/28/2006	Cantaloupe Systems, Inc.	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/21/2008


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**TRADEMARK**  
**REEL: 004026 FRAME: 0942**

**CANTALOUPE SYSTEMS**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registratio n/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
 (Registered)	3,260,944	07/10/2007	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/29/2008 and recorded at reel 3785 frame 0531
BECAUSE MACHINES CAN'T CRY FOR HELP (Registered)	3,256,437	06/26/2007	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/29/2008 and recorded at reel 3785 frame 0531
SEED (Registered)	3,198,306	10/31/2006	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/29/2008 and recorded at reel 3785 frame 0531
CANTALOUPE SYSTEMS (Registered)	3,192,164	01/02/2007	Subject to a security interest granted in favor of GEF Clean Technology Fund, L.P. on 05/29/2008 and recorded at reel 3785 frame 0531
BECAUSE MACHINES CAN'T CRY FOR HELP. (Abandoned)	78/723,801	09/30/2005	NONE

**CANTALOUPE SYSTEMS**

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registratio n/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

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