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Foam PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab Settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102572991

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Smarte Carte Corporation. Includes checkboxes for Assignment, Association, General Partnership, Limited Partnership, Corporation, and Other.

2. Name and address of receiving party(ies): Wells Fargo Bank, National Association, as Administrative Agent. Includes internal address, street address (201 Third Street, 8th Floor), city (San Francisco), state (CA), and zip (94103).

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other (Grant of Trademark Security Interest). Execution Date: October 29, 2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/845,684; and 78/183,089.

B. Trademark No.(s) 1,014,325; and (the marks listed on Schedule 1 attached hereto).

5. Name and address of party to whom correspondence concerning document should be mailed: Gina Durham, Esq., c/o O'Melveny & Myers LLP, 400 South Hope Street, Room 1919, Los Angeles, CA, Zip: 90071.

6. Total number of applications and registrations involved: 18. 7. Total fee (37 CFR 3.41): \$585.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account. 8. Deposit account number.

DO NOT USE THIS SPACE

9. Signature: Gina Durham, Name of Person Signing. Includes handwritten signature and date November 6, 2003.

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

11/12/2003 ECOOPER 00000238 75845684

01 FC:8521 40.00 OP
02 FC:8522 425.00 OP
03 FC:8523 120.00 OP

LA3:1054220.1

918,120-243

TRADEMARK REEL: 002746 FRAME: 0164

**SCHEDULE 1
TO THE
TRADEMARK RECORDING FORM COVER SHEET**

Registered U.S. Trademarks:

	Application/Serial Number	Application Date	Registration Number	Registration Date	Title
1.			1126672	11/13/79	SMARTE CARTE (trademark--product)
2.	73/598967	05/15/86	1420480	12/09/86	SMARTE CARTE (service mark)
3.	631550	11/21/86	1468251	12/08/87	CONCOURSE
4.	634639	12/10/86	1448455	07/21/87	SMARTE TALKE
5.	75/358908	09/18/97	2267689	08/03/99	SMARTELOCKE (Service Mark)
6.	74/719367	01/06/98	2146624	03/24/98	Misc.Design (Three Symbol Logo)
7.	74/722174	08/23/95	1987243	07/16/96	Trademark: Misc design Stroller Logo
8.	74/719652	08/23/95	1990036	07/30/96	Trademark: Misc design Cart Logo
9.	74/719370	04/30/96	1988663	07/23/96	Trademark: Misc design Locker Logo
10.	74/719244	08/23/95	1990032	07/30/96	Trademark: Misc design Stroller Logo
11.	74/719233	08/23/95	1990031	07/30/96	Triangle w Cart Logo
12.			2155203	05/05/98	Misc. Design (Tri Sign w/ Locker Logo)
13.	75/363,257	06/10/98	2264167	07/27/99	SMARTE PLANNER (Service Mark)
14.	75/497,153	06/03/98	2393988	10/10/00	SMARTE KEY
15.	74-553025	07/25/94	1923545	10/03/95	SmarteCarte (Stylized)

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Smarte Carte Corporation, a Delaware corporation (“**Company**”), has entered into a Credit Agreement dated as of April 8, 1999, as amended, by the First Amendment to Credit Agreement dated as of April 20, 2001, the Second Amendment to Credit Agreement dated as of July 5, 2003 and the Third Amendment to Credit Agreement dated as of October 29, 2003 (said Credit Agreement, as it may be further amended, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined) with SMC Holdings Corp., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and Wells Fargo Bank, National Association, as administrative agent for the Lenders (in such capacity, “**Secured Party**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of October 29, 2003 (as amended, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among Smarte Carte, Inc. (“**Grantor**”), Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(a) all right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, and/or other source and/or business identifiers owned by or licensed to such Grantor, or hereafter owned by or licensed to such Grantor and used by such Grantor, in its business (including the trademarks specifically identified on Schedule A) (collectively, the “**Trademarks**”), all registrations and applications for registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A, but excluding any Intent-to-Use Application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of

such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of October, 2003.

SMARTE CARTE, INC.

By: 

Name: **Garret S. Roosma**

Title: **Executive Vice President
& Chief Financial Officer**

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered U.S. Trademarks:

	Application/Serial Number	Application Date	Registration Number	Registration Date	Title
1.	73/039690	02/16/74	1014325	06/24/75	SMARTECARTE
2.			1126672	11/13/79	SMARTE CARTE (trademark--product)
3.	73/598967	05/15/86	1420480	12/09/86	SMARTE CARTE (service mark)
4.	631550	11/21/86	1468251	12/08/87	CONCOURSE
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2.	78/183,089	11/08/02			WORLDCARTE