

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
Safemark Lockers, LLC		10/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as agent		
Street Address:	30 S Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77814568	GOPOD	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	6737-114		
NAME OF SUBMITTER:	Laura Konrath		
Signature:	/Laura Konrath/		

CH \$40.00 77814568

Date:

01/05/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Safemark Lockers, LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 16, 2008, as amended by that certain Amendment and Consent Agreement dated as of June 16, 2009, that certain Second Amendment to Credit Agreement and Limited Waiver dated as of September 30, 2009, that certain Third Amendment to Credit Agreement dated as of March 29, 2011 and that certain Fourth Amendment to Credit Agreement and Consent dated as of October 27, 2011 (as so amended, and as may be further amended, supplemented, restated or otherwise modified, the "Credit Agreement") among Safemark Inc., the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 16, 2008 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Safemark Inc., the other parties thereto, as grantors, and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "Grantee"), and the Joinder to Guarantee and Collateral Agreement dated as of October 27, 2011 (the "Joinder") executed by Grantor for the benefit of the Grantee, Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed by Grantor pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

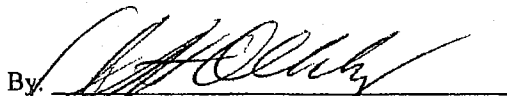
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 27th day of October,
2011.

SAFEMARK LOCKERS, LLC


By: 
Name: Grace Oelschlag
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004692 FRAME: 0247

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By:  _____

Name: PETER J. NOVAK

Title: SENIOR VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004692 FRAME: 0248**

SCHEDULE 1
to
Trademark Security Agreement
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
NONE		

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application No.</u>	<u>Application Date</u>
GOPOD	Serial No. 77/814568	August 27, 2009

TRADEMARK LICENSES

Badger Electronic Locker Solutions, LLC ("Badger") and BridgePoint Holdings, Inc. are parties to a Letter of Understanding ("LOU") dated December 24, 2008, which was amended by a written Addendum (the "Addendum") dated June 22, 2009 and a further written Addendum dated June 18, 2011 (the "Second Addendum," and together with the LOU and the Addendum, collectively, the "License"). Badger assigned its rights under the License to Safemark Lockers, LLC, a Delaware limited liability company ("Safemark Lockers"), pursuant to that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of October 28, 2011 by Best Lockers, LLC, Badger and Safemark Lockers.

COMMON-LAW TRADEMARKS

NONE