

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Nelson-Whittaker Ltd. dba Central Specialties Ltd.</td> <td></td> <td>03/09/2012</td> <td>CORPORATION: ILLINOIS</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Nelson-Whittaker Ltd. dba Central Specialties Ltd.		03/09/2012	CORPORATION: ILLINOIS																
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CORRESPONDENCE DATA																											
<p>Fax Number: 6123317401 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 6123317400 Email: dbailey@iplmgroup.com Correspondent Name: IPLM Group, P.A./Michael L. Mau Address Line 1: PO Box 18455 Address Line 4: Minneapolis, MINNESOTA 55418</p>																											
ATTORNEY DOCKET NUMBER:	365T110US01/113US01																										
NAME OF SUBMITTER:	Michael L. Mau																										
Signature:	/Michael L. Mau/																										
Date:	08/29/2012																										
Total Attachments: 1 source=Assignment_executed#page1.tif																											

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TRADEMARK ASSIGNMENT

WHEREAS, Nelson-Whittaker Ltd., an Illinois corporation doing business as Central Specialties Ltd., having its principal place of business at 220-D Exchange Drive, Crystal Lake, Illinois 60014 and having a former principal place of business at 1122 Silver Lake Road, Cary, Illinois 60013 (hereinafter "Assignor"), owns all right, title and interest in U.S. Trademark Reg. No. 2,238,396 for KIDDIE KRUZZER, registered April 13, 1999 and U.S. Trademark Reg. No. 1,937,214 for FLIP-N-SHOP, registered November 21, 1995, and any related common law rights, including the goodwill associated therewith (hereinafter the "Trademarks"); and

WHEREAS, Assignor and Smarte Carte, Inc., a Minnesota corporation having its principal place of business at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 USA (hereinafter "Assignee"), have entered into a certain Agreement of Purchase and Sale of Assets dated December 30, 2011 (the "Asset Purchase Agreement") pursuant to which, Assignee shall acquire all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, the sufficiency of which is hereby acknowledged, effective as of February 1, 2012, Assignor sells, assigns, and transfers unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

NELSON-WHITTAKER LTD.
doing business as CENTRAL
SPECIALTIES LTD.

By: [Signature]
Name: JAY A. MAHER
Title: PRESIDENT

Signed and sworn to before me this
9th day of MARCH, 2012.

[Signature]
Notary Public, State of Illinois
Notary Stamp/Seal below:

