

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			
Name	Formerly	Execution Date	Entity Type
Nelson-Whittaker Ltd. dba Central Specialties Ltd.		03/09/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Smarte Carte, Inc.		
Street Address:	4455 White Bear Parkway		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55110-7641		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2857616	VEND-A-KRUZZER	
Registration Number:	2857615	RENT-A-KRUZZER	
CORRESPONDENCE DATA			
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>			
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		
ATTORNEY DOCKET NUMBER:	365T109/111US01		
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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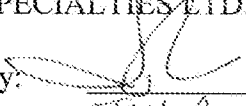
TRADEMARK ASSIGNMENT

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 (hereinafter "Assignor"), owns all right, title and interest in U.S. Trademark Reg. No. 2,857,616 for VEND-A-KRUZZER, registered June 29, 2004 and U.S. Trademark Reg. No. 2,857,615 for RENT-A-KRUZZER, registered June 29, 2004, and any related common law rights, including the goodwill associated therewith (hereinafter the "Trademarks"); and

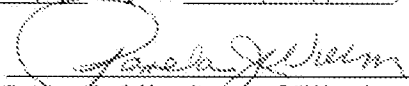
WHEREAS, Assignor and Smarte Carte, Inc., a Minnesota corporation having its principal place of business at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 USA (hereinafter "Assignee"), have entered into a certain Agreement of Purchase and Sale of Assets dated December 30, 2011 (the "Asset Purchase 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: 
Name: JAY A. MAAHER
Title: PRESIDENT

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


Notary Public, State of Illinois

