

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smarte Carte, Inc.		11/30/2012	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Macquarie Bank Limited		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1923545	SMARTECARTE	
Registration Number:	2949770	WORLDCARTE	
Registration Number:	3028036	SMARTEWHEELS	
Registration Number:	3222249	CHARGE CARTE	
Registration Number:	2857616	VEND-A-KRUZZER	
Registration Number:	2238396	KIDDIE KRUZZER	
Registration Number:	2857615	RENT-A-KRUZZER	
Registration Number:	1821197	KIDDIE KAB	
Registration Number:	1937214	FLIP-N-SHOP	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha		

Address Line 1: Schulte Roth & Zabel, 919 3rd Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 077014.0007

NAME OF SUBMITTER: Watt Wanapha

Signature: /RS for WW/

Date: 11/30/2012

Total Attachments: 4
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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of November 30, 2012, by Smarte Carte, Inc. ("Grantor"), in favor of Macquarie Bank Limited, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a US Pledge and Security Agreement, dated November 30, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

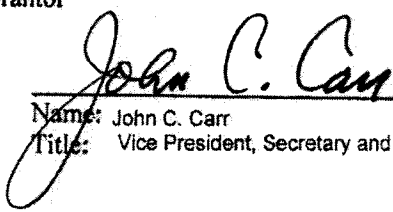
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; 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 date first set forth above.

SMARTE CARTE, INC.,
a Minnesota corporation,
as Grantor

By: _____


Name: John C. Carr

Title: Vice President, Secretary and General Counsel

Trademark Security Agreement

TRADEMARK
REEL: 004910 FRAME: 0780

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Country	Application Serial Number	Filing Date	Reg. Number	Reg. Date	Owner
SmarteCarte (Stylized) <i>smartecarte</i>	USA	74/553025	7/25/1994	1923545	10/3/1995	Smarte Carte Inc.
WORLDCARTE	Canada	1,176,884	5/5/2003	TMA668410	7/20/2006	Smarte Carte, Inc.
WORLDCARTE	European Union	003076031	2/28/2003	003076031	11/16/2004	Smarte Carte Inc.
WORLDCARTE	USA	78/183089	11/08/2002	2,949,770	5/10/2005	Smarte Carte, Inc.
SMARTEWHEELS	Canada	1,248,092	2/22/2005	TMA671773	8/31/2006	Smarte Carte, Inc.
SMARTEWHEELS	USA	78/492859	10/1/2004	3,028,036	12/13/2005	Smarte Carte, Inc.
CHARGE CARTE	USA	78/853558	4/4/2006	3,222,249	3/27/2007	Smarte Carte, Inc.
VEND A KRUZZER	USA	76528538	6/27/2003	2857616	6/29/2004	Smarte Carte, Inc.
KIDDIE KRUZZER	USA	75380158	10/27/1997	2238396	4/13/1999	Smarte Carte, Inc.
RENT-A-KRUZZER	USA	76528537	6/27/2003	2857615	6/29/2004	Smarte Carte, Inc.
KIDDIE KAB	USA	74352227	1/25/1993	1821197	2/15/1994	Smarte Carte, Inc.
FLIP-N-SHOP	USA	74609381	12/12/1994	1937214	11/21/1995	Smarte Carte, Inc.