

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
ShopperTrak RCT Corporation		05/28/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent for the Lenders		
Street Address:	111 W. Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	77845173	FASTLANE	
Registration Number:	4238172	FLASH TRAFFIC	
Serial Number:	77896668	INSIDETRAK	
Registration Number:	2813161	ORBIT	
Registration Number:	1674091	SHOPPERTRAK	
Registration Number:	2815087	SHOPPERTRAK	
Serial Number:	85606837	SHOPPERTRAK POWER HOURS	
Registration Number:	3236400	SHOPPERTRAK RETAIL TRAFFIC INDEX	
Serial Number:	85253253	SHOPPERTRAK STAR	
Registration Number:	3990910	SHOPPERTRAK VANTAGEPOINT	
CORRESPONDENCE DATA			
Fax Number:	3122757557		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

OP \$265.00 77845173

Phone: 312-836-4068
Email: kcopp@shiefskylaw.com
Correspondent Name: Kimberly M. Copp
Address Line 1: 111 East Wacker Drive
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	KMC/PXS-029503-00012
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NAME OF SUBMITTER:	Kimberly M. Copp
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Signature:	/s/ Kimberly M. Copp
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Date:	05/29/2013
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Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

On this 28th day of May 2013, SHOPPERTRAK RCT CORPORATION, an Illinois corporation (the "*Debtor*"), with its principal place of business and mailing address at 233 S. Wacker Drive, Suite 4100, Chicago, Illinois 60606, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch, with its mailing address at 111 W. Monroe, Chicago, Illinois 60603, as Administrative Agent (in such capacity, the "*Agent*") for the Lenders under that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended from time to time, the "*Credit Agreement*"), by and among the Debtor, the direct and indirect domestic subsidiaries of the Debtor from time to time a party thereto as Guarantors, the several financial institutions from time to time a party thereto (each a "*Lender*") and the Agent, and grants to Agent and the Lenders (collectively, the "*Secured Party*") a continuing security interest in, all right, title and interest of Debtor in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure payment and performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and the guarantors from time to time a party thereto and the Agent, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

This Trademark Collateral Agreement evidences a security interest and shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of the Debtor's ownership interest in any of the trademarks and trademark applications listed on Schedule A,

except as a result of the Secured Party's exercise of any rights and remedies during the existence of an Event of Default (as that term is defined in the Security Agreement). Until and unless the Secured Party acquires ownership of the trademarks or trademark applications listed on Schedule A as a result of the exercise of any such rights and remedies, Debtor retains the ownership rights, the rights to use, and the rights to maintain and renew the trademarks or trademark applications listed on Schedule A. The security interest granted hereunder shall be released at the expense and request of the Debtor upon payment in full of the Obligations concurrently with the release of the security interests granted under the Security Agreement.

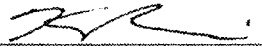
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to principles of conflicts of laws. This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SHOPPERTRAK RCT CORPORATION

By: 
Name: Kurt Phillips
Title: Chief Financial Officer

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL, as Administrative Agent.

By: _____
Name: Andre Bonakdar
Title: Senior Vice President

[Signature Page -- Trademark Collateral Agreement]

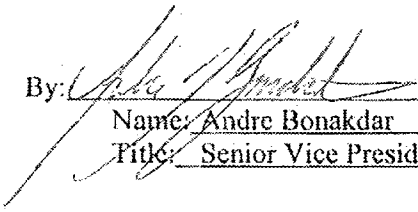
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SHOPPERTRAK RCT CORPORATION

By: _____
Name: Kurt Phillips
Title: Chief Financial Officer

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL, as Administrative Agent.

By:  _____
Name: Andre Bonakdar
Title: Senior Vice President

**SCHEDULE A
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARKS

TRADEMARK	COUNTRY	STATUS	REGISTRATION / SERIAL NO.	REGISTRATION / FILING DATE	NEXT RENEWAL
FASTLANE	United States	Pending	77/845173	10/09/2009	NA
FLASH TRAFFIC	United States	Registered	4238172	11/06/2012	04/30/2020
INSIDETRAK	United States	Pending	77/896668	12/18/2009	NA
ORBIT	United States	Registered	2813161	02/10/2004	02/10/2014
SHOPPERTRAK	United States	Registered	1674091	02/04/1992	02/04/2022
SHOPPERTRAK	United States	Registered	2815087	02/17/2004	02/17/2014
SHOPPERTRAK POWER HOURS	United States	Pending	85/606837	04/24/2012	NA
SHOPPERTRAK RETAIL TRAFFIC INDEX	United States	Registered	3236400	05/01/2007	05/01/2017
SHOPPERTRAK STAR	United States	Pending	85/253253	02/28/2011	NA
SHOPPERTRAK VANTAGE POINT	United States	Registered	3990910	07/05/2011	07/05/2021