

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM383880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTE CARTE, INC.		04/15/2016	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: 1			
Property Type	Number	Word Mark	
Registration Number:	4661893	BQ BAG PORT	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	05/10/2016		
Total Attachments: 3			
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 15, 2016, by Smarte Carte, Inc., as the successor-in-interest to bagPort Holding Company, LLC ("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 Agent, as the Collateral Agent for itself and the Lenders

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each 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 successor-in-interest to
bagPort Holding Company, LLC),
as Grantor

By: 
Name: James N. Meyer
Title: Vice President & CFO

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Goods/Services	Reg. No. / Ser. No.
	<p>Class 35: Advertising services; procurement services for others, namely, placing workers; procurement, namely, purchasing baggage carts for others; procurement, namely, purchasing safe deposit boxes for others; advertising services, namely, planning and arranging of advertising; promoting the goods and services of other by means of presentation of advertising on baggage carts; computerized tracking of baggage carts for commercial purposes; dissemination of advertising matter; rental of advertising space; procuring of contracts for the purchase and sale of goods; franchising, namely, consultation and assistance in business management, organization and promotion; business management and organization consultancy</p> <p>Class 39: Transport of goods; warehousing services, namely, packaging and storing of goods in the nature of baggage carts; portage, transportation information, delivery of goods; storage of goods; wrapping of goods for transportation; packaging of baggage for transportation; providing information regarding the storage of goods; storage of baggage; logistic services in the transport sector, namely, transportation and delivery of documents, packages, raw materials, and other freight for others by courier service, air, rail, ship or truck; transport by baggage carts; operating and renting out storage lockers; storage of lost goods; warehousing services, namely, collecting and providing baggage carts for goods transportation.</p>	Reg. 4661893
	<p>Class 35: Advertising services; procurement services for others, namely, placing workers; procurement, namely, purchasing baggage carts for others; procurement, namely, purchasing safe deposit boxes for others; advertising services, namely, planning and arranging of advertising; promoting the goods and services of other by means of presentation of advertising on baggage carts; computerized tracking of baggage carts; dissemination of advertising matter; rental of advertising space; procuring of contracts for the purchase and sale of goods; franchising, namely, consultation and assistance in business management, organization and promotion; business management and organization consultancy</p> <p>Class 39: Transport of goods; warehousing services, namely, packaging and storing of goods; portage, transportation information, delivery of goods; storage of goods; wrapping of goods for transportation; packaging of baggage for transportation; providing information regarding the storage of goods; storage of goods; storage of baggage; logistic services in the transport sector, namely, transportation and delivery of documents, packages, raw materials, and other freight for others by courier service, air, rail, ship or truck; transport by baggage carts; operating and renting out storage lockers; storage of lost goods; warehousing services, namely, collecting and providing baggage carts for goods transportation</p>	Reg. 3531315