

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gatekeeper Systems, Inc.		09/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	10333 North Meridian Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Bank: INDIANA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4756432	NANOKEY	
Registration Number:	4756431	GNET	
Registration Number:	4439350	G	
Registration Number:	4439292	G GATEKEEPER SYSTEMS	
Registration Number:	4439291	GATEKEEPER SYSTEMS	
Registration Number:	4403464	SMARTWHEEL	
Registration Number:	4373946	SMARTKEY	
Registration Number:	4407134	GS2	
Registration Number:	4425318	CARTMANAGER	
Registration Number:	4407133	CARTKEY	
Registration Number:	4424591	CARTCONTROL	
Registration Number:	3697240	SMARTWHEEL	
Registration Number:	3600493	CARTCONTROL	
Registration Number:	3670079	CARTCONTROL+	
Registration Number:	2889636	PURCHEK	
Registration Number:	2065638	THE WHEEL	
CORRESPONDENCE DATA			
Fax Number:	3172371000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 317-237-1089
Email: tmindy@faegrebd.com,ashley.moore@faegrebd.com,louis.perry@faegrebd.com
Correspondent Name: Louis T. Perry
Address Line 1: 300 N. Meridian Street
Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Louis T. Perry
SIGNATURE:	/Louis T. Perry/
DATE SIGNED:	09/07/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Agreement**”), dated as of September 2, 2016, by GATEKEEPER SYSTEMS, INC., a Delaware corporation (“**Grantor**”), in favor of FIRST MERCHANTS BANK, an Indiana bank, as administrative agent for the Lenders under the Credit Agreement referred to below (“**Agent**”).

WITNESSETH:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral;

WHEREAS, Grantor, Belgravia Investors, LLC, a California limited liability company (“**Belgravia**”, and collectively with Grantor, the “**Borrowers**”), Agent and the other Lenders party thereto are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”) pursuant to which, among other things, the Lenders have agreed to make certain loans and other financial accommodations to the Borrowers.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Grantor enter into a Security Agreement, dated as of the date hereof, in favor of Agent, as administrative agent for the Lenders (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Security Agreement**”); and (b) the Grantor execute this Trademark Security Agreement in order to confirm the grant a security interest in favor of Agent to secure the Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Agent and the Lenders and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby affirms the grant to Agent, for the benefit of the Lenders, pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

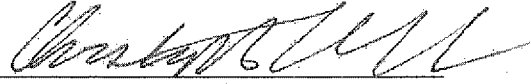
Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("**Intent to Use Applications**"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of "Statement of Use" with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GATEKEEPER SYSTEMS, INC.

By: 
Name: Christopher M. Eline
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANT'S BANK,
as Agent

By: _____
Joe Peterson, Director, Debt Capital Markets
and Structured Finance

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005871 FRAME: 0801

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GATEKEEPER SYSTEMS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK,
as Agent

By:  _____
Joe Peterson, Director, Debt Capital Markets
and Structured Finance

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Country	Trademark	Filing Date	Registration Date	Registration No.
United States	Nanokey	3/21/13	6/16/15	4756432
United States	GNET	3/21/13	6/16/15	4756431
United States	"G" Design Mark	3/28/13	11/26/13	4439350
United States	"Gatekeeper Systems" Design plus words	3/22/13	11/26/13	4439292
United States	Gatekeeper Systems	3/22/13	11/26/13	4439291
United States	Smartwheel	3/22/13	9/17/13	4403464
United States	Smartkey	3/22/13	7/23/13	4373946
United States	GS2	3/22/13	9/24/13	4407134
United States	Cartmanager	3/22/13	10/29/13	4425318
United States	Cartkey	3/22/13	9/24/13	4407133
United States	Cartcontrol	2/11/13	10/29/13	4424591
United States	Smartwheel	9/19/07	10/13/09	3697240
United States	Cartcontrol	10/22/07	3/31/09	3600493
United States	Cartcontrol +	10/22/07	8/18/09	3670079
United States	Purchek	12/21/01	9/28/04	2889636
United States	The Wheel	5/15/95	5/27/97	2065638
United States	Smartwheel	3/22/13	9/17/13	4403464