

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM397936

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smarte Carte, Inc.		08/30/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Macquarie Bank Limited, as collateral agent		
<b>Street Address:</b>	125 West 55th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73039690	SMARTECARTE	
<b>Serial Number:</b>	73128619	SMARTECARTE	
<b>Serial Number:</b>	76141687	FIRST CLASS SEATS	
<b>Serial Number:</b>	73598967	SMARTE CARTE	
<b>Serial Number:</b>	75358908	SMARTELOCKE	
<b>Serial Number:</b>	74553025	SMARTECARTE	
<b>Serial Number:</b>	78183089	WORLDCARTE	
<b>Serial Number:</b>	78492859	SMARTEWHEELS	
<b>Serial Number:</b>	78853558	CHARGE CARTE	
<b>Serial Number:</b>	75380158	KIDDIE KRUIZZER	
<b>Serial Number:</b>	74352227	KIDDIE KAB	
<b>Serial Number:</b>	74609381	FLIP-N-SHOP	
<b>Serial Number:</b>	86334695	SMARTE DELIVER	
<b>Registration Number:</b>	4661893	BQ BAG PORT	
<b>Serial Number:</b>	86430851	LOST MY PROPERTY	
<b>Serial Number:</b>	86429357	MAIL AND FLY	
<b>Serial Number:</b>	86429362	MAILMYPROPERTY	
<b>Serial Number:</b>	86429428		
<b>Serial Number:</b>	86429441		

CH \$490.00 73039690

**CORRESPONDENCE DATA****Fax Number:** 2125935955

*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.*

**Phone:** 212-756-2132**Email:** scott.kareff@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 2:** 25th Floor**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	077014-0007
<b>NAME OF SUBMITTER:</b>	Scott Kareff (077014-0007)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	09/09/2016

**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 August 30, 2016, 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.

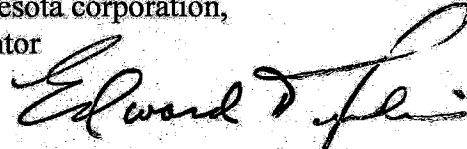
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from 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: Edward D. Rudis  
Title: President & CEO

# 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	USA	73/039690	12/16/1974	1,014,325	6/24/1975	Smarte Carte, Inc.
SMARTE CARTE	USA	73/128619	5/31/1977	1,126,672	11/13/1979	Smarte Carte, Inc.
FIRST CLASS SEATS	USA	76/141687	10/6/2000	2,558,323	4/9/2002	Smarte Carte, Inc.
SMARTE CARTE	USA	73/598967	5/15/1986	1,420,480	12/09/1986	Smarte Carte, Inc.
SMARTELOCKE	USA	75/358908	9/18/1997	2,267,689	8/3/1999	Smarte Carte, Inc.
SmarteCarte (Stylized) <b>smartecarte</b>	USA	74/553025	7/25/1994	1923545	10/3/1995	Smarte Carte Inc.
WORLD CARTE	USA	78/183089	11/08/2002	2,949,770	5/10/2005	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.
KIDDIE KRUIZZER	USA	75380158	10/27/1997	2238396	4/13/1999	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.
Smarte Deliver	USA	86/334,695	7/11/2014			Smarte Carte, Inc.
Bagport Design 	USA			4661893		Smarte Carte, Inc.
Bagport Design 	USA			3531315		Smarte Carte, Inc.
 Lost My Property	USA	86430851				Smarte Carte, Inc.
	USA	86439357				Smarte Carte, Inc.
MailmyProperty	USA	86429362				Smarte Carte, Inc.
	USA	86429428				Smarte Carte, Inc.
	USA	86429441				Smarte Carte, Inc.