

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MACQUARIE BANK LIMITED, as Collateral Agent		03/29/2018	Private Limited Company: AUSTRALIA

RECEIVING PARTY DATA

Name:	SMARTE CARTE, INC.
Street Address:	4455 White Bear Parkway
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55110
Entity Type:	Corporation: MINNESOTA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1014325	SMARTECARTE
Registration Number:	1126672	SMARTECARTE
Registration Number:	2558323	FIRST CLASS SEATS
Registration Number:	1420480	SMARTE CARTE
Registration Number:	2267689	SMARTELOCKE
Registration Number:	1923545	SMARTECARTE
Registration Number:	2949770	WORLD CARTE
Registration Number:	3028036	SMARTEWHEELS
Registration Number:	3222249	CHARGE CARTE
Registration Number:	2238396	KIDDIE KRUIZZER
Registration Number:	1821197	KIDDIE KAB
Registration Number:	0193214	DRUM MAJOR
Serial Number:	86334695	SMARTE DELIVER
Registration Number:	4661893	BQ BAG PORT
Serial Number:	86430851	LOST MY PROPERTY
Serial Number:	86439357	THE HOST WITH THE MOST
Serial Number:	86429362	MAILMYPROPERTY
Serial Number:	86429428	
Serial Number:	86429441	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2028357586*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:** 202-835-7500**Email:** dcip@milbank.com**Correspondent Name:** Kristin Yohannan, Esq.**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, Tweed, Hadley & McCloy, LLP**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** 45000-31100**NAME OF SUBMITTER:** Kristin L. Yohannan**SIGNATURE:** /s/ Kristin L. Yohannan**DATE SIGNED:** 04/02/2018**Total Attachments: 9**

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of March 29, 2018 and granted by MACQUARIE BANK LIMITED, (the “**Collateral Agent**”), as collateral agent for the secured parties under the Credit Agreement referred to below (the “**Secured Parties**”), in favor of SMARTE CARTE, INC., a Minnesota Corporation (the “**Grantor**”) with offices located at 4455 White Bear Parkway St. Paul, MN 55110.

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of August 30, 2016 (the “**Credit Agreement**”) among the Grantor, as Borrower, as defined in the Credit Agreement, Smarte Carte Holdings LLC, a Delaware limited liability company, as Parent (“**Parent**”), each subsidiary of the Parent listed as a “Borrower” on the signature pages thereto, each subsidiary of the Parent listed as a “Guarantor” on the signature pages thereto, the lenders from time to time party thereto (the “**Lenders**”), the Collateral Agent, and PNC Bank, National Association, as administrative agent for the Lenders, the Grantor executed and delivered to the Collateral Agent (i) that certain Security Agreement by and among the Grantor, Parent and the Collateral Agent dated as of August 30, 2016 (the “**Master Security Agreement**”) (ii) that certain Grant of a Security Interest – Patents by and among the Grantor and the Collateral Agent dated as of August 30, 2016 (the “**Patent Security Agreement**”) and (iii) that certain Grant of a Security Interest – Trademarks by and among the Grantor and the Collateral Agent dated as of August 30, 2016 (the “**Trademark Security Agreement**”) and, together with the Patent Security Agreement and the Master Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 039973, Frame 0276 on September 9, 2016;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5873, Frame 0224 on September 9, 2016; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence, and record the release and reassignment to the

Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the IP Collateral, as defined below, pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates each of the Patent Security Agreement and Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights, domain names, and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Agent agrees, at the Grantor’s expense, to take all further actions and provide to the Grantor and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the

Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.


3. Authorization. Collateral Agent hereby authorizes and requests that the Commissioners for Patents and Trademarks of the United States Patent and Trademark Office record this Release.

4. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MACQUARIE BANK LIMITED
as Collateral Agent

By: 

Name:

D. Prince / A. Henner
Authorized Signatories

Title:

Address for Notices:

50 Martin Place

Sydney, NSW 2000

Australia

Attention: Leigh Smith and Daniel McEnroy

Fax No.: +61 2 8232 6353

Email:

MCAFDebtUSPortfolio@macquarie.com

SCHEDULES

SCHEDULE 1



PATENTS AND PATENT APPLICATIONS

Country	Application Serial/Patent Number	Filing Date	Registration / Patent/ Publication No.	Registration Date	Title
USA	29/270,907	1/5/2007	D 556,098	11/27/2007	Design Application for Child Stroller
USA	13/052,657	3/21/2011		3/16/2012	CASTER WHEEL ARRANGEMENTS
USA	13422382	3/16/2012	8,500,012	8/6/2013	LOCKER SYSTEM USING BARCODED WRISTBANDS
USA	08/531,953	09/21/95	5,921,373	07/13/99	Cart Management System
USA	12/268,155	12/10/2008	7,857,108 B2	12/26/10	Brake Assembly and Control Mechanism for a cart, and method See 365.95-US-U1
USA	10/704,220	11/6/2003	7,448,476	11/11/08	Brake Assembly and Control Mechanism for a cart, and method
USA	12/369,438	2/11/2009	8,183,829 B2	7/2/2009	Vehicle System including a plurality of wheeled vehicles docked for vending and recharging
USA	11/089,972	3/25/2005	7,748,511 B1	7/6/2010	Vending System for Wheeled Vehicles
USA	13/933,753	7/2/2013	8,714,452	5/6/2014	System for dispensing wristbands with unique indicia
USA	14/539,913	11/12/2014			Electronic Locker Right Acquisition via an external system
USA	14,226,347	3/26/2014	9,158,946	10/13/2015	Locker System using barcoded wristband
USA	15/004,032	1/22/2016			System and Method for Lost Item

Country	Application Serial/Patent Number	Filing Date	Registration / Patent/ Publication No.	Registration Date	Title
USA	62/195,614	7/22/2015			Vending and Charging Systems and Methods for Strollers having electronic components
USA	14,880,723	10/12/2015			Locker System using barcoded wristbands

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application Serial Number	Filing Date	Registration Number	Registration Date	Owner
SMARTECARTE	USA	73/039690	12/16/1974	1,014,325	6/24/1975	Smarte Carte, Inc.
SMARTECARTE	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.
SMARTECARTE	USA	73/598967	5/15/1986	1,420,480	12/09/1986	Smarte Carte, Inc.
SMARTELOC KE	USA	73/358908	9/18/1997	2,267,689	8/3/1999	Smarte Carte, Inc.
SmarteCarte (Stylized) [LOGO]	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 KRUZZER	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	193214	11/21/1995	Smarte Carte, Inc.
Smarte Deliver	USA	66/334/695	7/11/2014			Smarte Carte, Inc.
Bagport Design 	USA	66/334/695	7/11/2014			Smarte Carte, Inc.
Bagport Design 	USA			3531315		Smarte Carte, Inc.

Trademark	Country	Application Serial Number	Filing Date	Registration Number	Registration Date	Owner
[LOGO] Lost My Property	USA	8643085 1				Smarte Carte, Inc.
[LOGO]	USA	8643935 7				Smarte Carte, Inc.
MailmyProperty	USA	8642936 2				Smarte Carte, Inc.
	USA	8642942 8				Smarte Carte, Inc.
	USA	8642944 1				Smarte Carte, Inc.