

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTE CARTE, INC.		03/29/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	SUMITOMO MITSUI BANKING CORPORATION, as Collateral Agent		
Street Address:	277 Park Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	73039690	SMARTECARTE	
Serial Number:	73128619	SMARTECARTE	
Serial Number:	76141687	FIRST CLASS SEATS	
Serial Number:	73598967	SMARTE CARTE	
Serial Number:	75358908	SMARTELOCKE	
Serial Number:	74553025	SMARTECARTE	
Serial Number:	78183089	WORLDCARTE	
Serial Number:	78492859	SMARTEWHEELS	
Serial Number:	78853558	CHARGE CARTE	
Serial Number:	75380158	KIDDIE KRUIZZER	
Serial Number:	74352227	KIDDIE KAB	
Serial Number:	74609381	FLIP-N-SHOP	
Registration Number:	5151579	SMARTE DELIVER	
Registration Number:	4661893	BQ BAG PORT	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		

CH \$365.00 73039690

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: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 29, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by SMARTE CARTE, INC. (the “**Grantor**”) in favor of SUMITOMO MITSUI BANKING CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated March 29, 2018 (the “**Pledge and Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

SMARTE CARTE, INC.
as Grantor

By: 

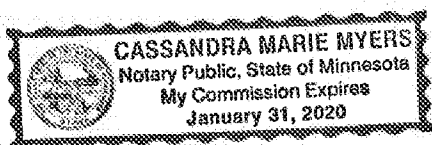
Name: James N. Meyer

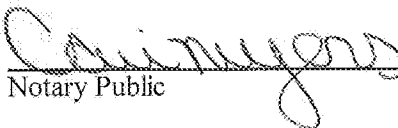
Title: Chief Financial Officer

STATE OF Minnesota
COUNTY OF Ramsey

ss.

On this 27th day of MARCH, 2018 before me personally appeared JAMES MEYER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SMARTE CARTE, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

Accepted and Agreed:

SUMITOMO MITSUI BANKING CORPORATION,
as Collateral Agent

By:



Authorized Signatory

Signature Page to Trademark Security Agreement


TRADEMARK
REEL: 006331 FRAME: 0343

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date (Filing Date)
SMARTE CARTE, INC.	China	SMARTECARTE	9900087531	10/14/2000
SMARTE CARTE, INC.	Spain	SMARTECARTE	2161498	4/5/1999
SMARTE CARTE, INC.	Hong Kong	SMARTECARTE	300448939	6/30/2005
SMARTE CARTE, INC.	New Zealand	SMARTECARTE	289999	5/27/1998
SMARTE CARTE, INC.	USA	SMARTECARTE	73/039690	6/24/1975
SMARTE CARTE, INC.	Australia	SMARTE CARTE	519723	6/15/1992
SMARTE CARTE, INC.	Australia	SMARTE CARTE	519724	6/15/1992
SMARTE CARTE, INC.	Australia	SMARTE CARTE	519725	6/15/1992
SMARTE CARTE, INC.	Germany	SMARTE CARTE	s4109912wz	5/07/1985
SMARTE CARTE, INC.	Sweden	SMARTE CARTE	894973	5/25/1992
SMARTE CARTE, INC.	USA	SMARTE CARTE	73/128619	11/13/1979
SMARTE CARTE, INC.	Australia	FIRST CLASS SEATS	1232656	4/2/2008
SMARTE CARTE, INC.	Canada	FIRST CLASS SEATS	1205374	2/7/2006
SMARTE CARTE, INC.	USA	FIRST CLASS SEATS	76/141687	4/9/2002
SMARTE CARTE, INC.	Canada	FIRST CLASS SEATS & Design 	1,206,045	5/21/2008

SMARTE CARTE, INC.	USA	SMARTE CARTE	73/598967	12/09/1986
SMARTE CARTE, INC.	Canada	Smarte Carte	483238	6/17/1997
SMARTE CARTE, INC.	Australia	SMARTELOCKE		7/14/1998
SMARTE CARTE, INC.	Canada	SMARTELOCKE	860088	3/18/1999
SMARTE CARTE, INC.	China	SMARTELOCKE	9900087532	10/14/2000
SMARTE CARTE, INC.	Germany	SMARTELOCKE		3/06/1998
SMARTE CARTE, INC.	France	SMARTE LOCKE		6/21/2007
SMARTE CARTE, INC.	Hong Kong	SMARTELOCKE	300448858	6/30/2005
SMARTE CARTE, INC.	New Zealand	SMARTELOCKE		6/26/1998
SMARTE CARTE, INC.	New Zealand	SMARTELOCKE		6/26/1998
SMARTE CARTE, INC.	USA	SMARTELOCKE	75/358908	8/3/1999
SMARTE CARTE, INC.	European Union	SMARTESERVICE S (Stylized in silver and gold) <i>smarteservices</i>	1298157	3/12/2001
SMARTE CARTE, INC.	United Kingdom	SMARTE SERVICES (Stylized in both black and white and grey and gold) <i>smarteservices</i>	2207335	12/8/2000
SMARTE CARTE, INC.	USA	SmarteCarte (Stylized) smartecarte	74/553025	10/3/1995
SMARTE CARTE, INC.	Canada	WORLDCARTE	1,176,884	7/20/2006
SMARTE CARTE, INC.	European Union	WORLDCARTE	003076031	11/16/2004
SMARTE CARTE, INC.	USA	WORLDCARTE	78/183089	5/10/2005
SMARTE CARTE, INC.	Canada	SMARTEWHEELS	1,248,092	8/31/2006
SMARTE CARTE, INC.	USA	SMARTEWHEELS	78/492859	12/13/2005

SMARTE CARTE, INC.	USA	CHARGE CARTE	78/853558	3/27/2007
SMARTE CARTE, INC.	USA	KIDDIE KRUIZZER	75380158	4/13/1999
SMARTE CARTE, INC.	USA	KIDDIE KAB	74352227	2/15/1994
SMARTE CARTE, INC.	USA	FLIP-N-SHOP	74609381	11/21/1995
SMARTE CARTE, INC.	Australia	KIDDIE KRUIZZER	1547088	3/19/2013
SMARTE CARTE, INC.	USA	Smarte Deliver	5151579	7/11/2014
SMARTE CARTE, INC.	USA	Bagport Design 	4661893	9/27/2013