

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUMITOMO MITSUI BANKING CORPORATION, AS COLLATERAL AGENT		02/09/2023	Corporation: JAPAN
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: 14			
Property Type	Number	Word Mark	
Registration Number:	5151579	SMARTE DELIVER	
Registration Number:	4661893	BQ BAG PORT	
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	WORLD CARTE	
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	
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>			
		TRADEMARK	

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Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 45000.31100

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 02/21/2023

Total Attachments: 10

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of February 9, 2023 and granted by SUMITOMO MITSUI BANKING CORPORATION, (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 Credit Agreement, dated as of March 23, 2018 (the “**Credit Agreement**”) among the Grantor, Smarte Carte, Inc., a Minnesota corporation, as the borrower (the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”), and Sumitomo Mitsui Banking Corporation, as Collateral Agent and Administrative Agent for the Lenders, the Grantor executed and delivered to the Collateral Agent (i) that certain Pledge and Security Agreement dated as of March 29, 2018 (the “**Security Agreement**”) (ii) Grant of a Security Interest – Patents by and among the Grantor and the Collateral Agent dated as of March 29, 2018 (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 March 29, 2018 (the “**Trademark Security Agreement**” and, together with the Security Agreement and Patent 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 045395, Frame 0378 on March 30, 2018;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6331, Frame 0338 on April 2, 2018; 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.

SUMITOMO MITSUI BANKING
CORPORATION
as Collateral Agent

By: 

Name: Robert Kowalewski

Title: Executive Director

Address for Notices:

Sumitomo Mitsui Banking Corporation

277 Park Ave

New York, NY 10172

Attn: Robert Kowalewski and Pratik Patel

Email: robert_kowalewski@smbcgroup.com;

pratik_patel@smbcgroup.com

SCHEDULES

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Jurisdiction	Title of Patent	Patent Number/(Applica tion Number)	Registration/ Patent/ Publication No.	Issue Date/(Filing Date)
USA	Design Application for Child Stroller	29/270,907	D 556,098	1/5/2007
USA	CASTER WHEEL ARRANGEMENTS	13/052,657	8,910,951	3/21/2011
USA	LOCKER SYSTEM USING BARCODED WRISTBANDS	13422382	8,500,012	3/16/2012
USA	Cart Management System	08/531,953	5,921,373	09/21/95
USA	Brake Assembly and Control Mechanism for a cart, and method See 365.95-US-U1	12/268,155	7,857,108 B2	12/10/2008
USA	Brake Assembly and Control Mechanism for a cart, and method	10/704,220	7,448,476	11/6/2003
USA	Vehicle System including a plurality of wheeled vehicles docked for vending and recharging	12/369,438	8,183,829 B2	2/11/2009
AUS	Locker system using bar coded wristbands	2012244326		11/1/2012
USA	System for dispensing wristbands with unique indicia	13/933,753	8,714,452	7/2/2013
USA	Electronic Locker Right acquisition via an external system	14/539,913	9,558,608	11/12/2014
CAN	Electronic Locker Right acquisition via an external system	2,911,992		
AUS	Electronic Locker Right acquisition via an external system	2015255230		
USA	Locker Rental System using external codes	14,539,888	9,430,892	11/12/2014


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 KRUZZER	1547088	3/19/2013
SMARTE CARTE, INC.	USA	Smarte Deliver	5151579	7/11/2014
SMARTE CARTE, INC.	USA	Bagport Design 	4661893	9/27/2013