

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
Smarte Carte, Inc.	11/30/2012
RECEIVING PARTY DATA	
Name:	Macquarie Bank Limited
Street Address:	125 West 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	6142283
Patent Number:	6237725
Patent Number:	D556098
Application Number:	13052657
Application Number:	13422382
Patent Number:	5526916
Patent Number:	5921373
Application Number:	29074966
Application Number:	12268155
Patent Number:	7448476
Patent Number:	8183829
Application Number:	09594315
Patent Number:	5544904
Application Number:	09699715
Application Number:	11089972

CH \$600.00 6142283

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

077014.0007

NAME OF SUBMITTER:

Watt Wanapha

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- PATENTS

This Patent Security Agreement (this "Patent Security Agreement") is made as of November 30, 2012, by Smarte Carte, Inc., a Minnesota corporation ("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 letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

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 Patents 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.

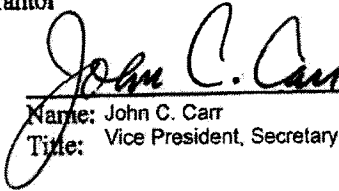
This Patent Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Patent 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: John C. Carr

Title: Vice President, Secretary and General Counsel

Patent Security Agreement

PATENT
REEL: 029388 FRAME: 0810

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Patents

Country	Application Serial/Patent Number	Filing Date	Registration/ Patent/ Publication No.	Registration Date	Title
USA	06/265,709	3/9/1999	6,142,283	11/07/00	Cart Management System
USA	09/536,048	3/27/2000	6,237,725	5/29/2001	Cart Automatic Brake Mechanism
USA	29/270,907	1/5/2007	D 556,098	11/27/2007	Child Stroller
USA	13/052,657	3/21/2011			CASTER WHEEL ARRANGEMENTS
USA	13422382	3/16/2012			LOCKER SYSTEM USING BARCODED WRISTBANDS
USA	08/306,638	9/15/1994	5526916	06/18/96	Management System
USA	08/531,953	09/21/95	5,921,373	07/13/99	Cart Management System
USA	29/074,966	8/7/1997	Des. 413550	09/07/99	Cart Tugger
USA	12/268,155	12/10/2008	7,857,108 B2	12/28/10	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	7/2/2009	Vehicle System including a plurality of wheeled vehicles docked for vending and recharging
USA	09/594,315	6/15/2000	6,170,854 B1	1/9/2001	Convertible Stroller/Shopping Cart
USA	399,158	3/2/1995	5,544,904	8/13/1996	Convertible Stroller
USA	09/699,715	10/30/2000	6,378,891 B1	4/30/2002	Convertible Stroller/Shopping Cart

Country	Application Serial/Patent Number	Filing Date	Registration/ Patent/ Publication No.	Registration Date	Title
USA	11/089,972	3/25/2005	7,748,511 B1	7/6/2010	Vending System for Wheeled Vehicles