

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------------|---|
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ShopperTrak RCT Corporation | 05/28/2013 |
| RECEIVING PARTY DATA | |
| Name: | Bank of Montreal, as Administrative Agent for the Lenders |
| Street Address: | 111 W. Monroe |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| PROPERTY NUMBERS Total: 14 | |
| Property Type | Number |
| Patent Number: | 5390107 |
| Patent Number: | 5557513 |
| Patent Number: | 5973732 |
| Patent Number: | 2229916 |
| Application Number: | 13622083 |
| Application Number: | 13870065 |
| Application Number: | 13738622 |
| Patent Number: | 7965866 |
| Application Number: | 12942108 |
| Patent Number: | 8238607 |
| Application Number: | 13559824 |
| Patent Number: | 7415510 |
| Patent Number: | 7987105 |
| Patent Number: | 5465115 |
| CORRESPONDENCE DATA | |

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PATENT
 REEL: 030500 FRAME: 0874

OP \$560.00 5390107

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| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | KMC/PXS-029503-00012 |
| NAME OF SUBMITTER: | Kimberly M. Copp |
| Signature: | /s/ Kimberly M. Copp |
| Date: | 05/29/2013 |

Total Attachments: 6
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PATENT COLLATERAL AGREEMENT

On this 28th day of May 2013, SHOPPERTRAK RCT CORPORATION, an Illinois corporation (the "*Debtor*"), with its principal place of business and mailing address at 233 S. Wacker Drive, Suite 4100, Chicago, Illinois 60606, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch, with its mailing address at 111 W. Monroe, Chicago, Illinois 60603, as Administrative Agent (in such capacity, the "*Agent*") for the Lenders under that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended from time to time, the "*Credit Agreement*"), by and among the Debtor, the direct and indirect domestic subsidiaries of the Debtor from time to time a party thereto as Guarantors, the several financial institutions from time to time a party thereto (each a "*Lender*") and the Agent, and grants to Agent and the Lenders (collectively, the "*Secured Party*") a continuing security interest in, all right, title and interest of Debtor in the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto or by reason of injury to goodwill associated with any such patent or patent application, in each case together with the right to sue for and collect said damages;

to secure payment and performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and the guarantors from time to time a party thereto and the Agent, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

This Patent Collateral Agreement evidences a security interest and shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of the Debtor's ownership interest in any of the patents and patent applications listed on Schedule A, except as a result of the Secured Party's exercise of any rights and remedies during the existence of an Event of Default (as that term is defined in the Security Agreement). Until and unless the Secured Party acquires ownership of the patents and patent applications listed on Schedule A as a result of the exercise of any such rights and remedies, Debtor retains the ownership rights, the rights to use, and the rights to maintain the patents and patent applications listed on Schedule A. The security interest granted hereunder shall be released at the expense and request of the Debtor upon payment in full of the Obligations concurrently with the release of the security interests granted under the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Patent Collateral Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to principles of conflicts of laws. This Patent Collateral Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

SHOPPERTRAK RCT CORPORATION

By: 
Name: Kurt Phillips
Title: Chief Financial Officer

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL, as Administrative Agent

By: _____
Name: Andre Bonakdar
Title: Senior Vice President

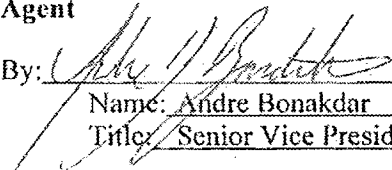
IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

SHOPPERTRAK RCT CORPORATION

By: _____
Name: Kurt Phillips
Title: Chief Financial Officer

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL, as Administrative Agent

By:  _____
Name: Andre Bonakdar
Title: Senior Vice President

**SCHEDULE A
U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

| TITLE | COUNTRY | STATUS | PATENT ISSUE / SERIAL NO. | ISSUE / FILING DATE | EXPIRATION DATE |
|--|----------------|---------------|--|------------------------------------|----------------------------|
| Checkout Lane Alert System And Method | United States | Issued | 5390107 | 02/14/1995 | 04/28/2013 |
| Checkout Lane Alert System And Method For Stores Having Express Checkout Lanes | United States | Issued | 5557513 | 09/17/1996 | 09/17/2013 |
| Object Tracking System For Monitoring A Controlled Space | United States | Issued | 5973732 | 10/26/1999 | 02/19/2017 |
| Object Tracking System For Monitoring A Controlled Space | United States | Issued | 2229916 | 01/23/2007 | 02/19/2018 |
| System And Method For Detecting, Tracking And Counting Human Objects Of Interest Using A Counting System And A Data Capture device | United States | Pending | 13/622083 | 09/18/2012 | NA |
| System And Method For Detecting, Tracking And Counting Human Objects of Interest | United States | Pending | 13/870065 | 04/25/2013 | NA |
| System And Method For Managing Energy | United States | Pending | 13/738622 | 01/10/2013 | NA |
| System And Process For Detecting, Tracking And Counting Human Objects Of Interest | United States | Issued | 7965866 | 06/21/2011 | 04/19/2030 |
| System And Process For Detecting, Tracking And Counting Human | United States | Pending | 12/942108 | 11/09/2010 | NA |

| TITLE | COUNTRY | STATUS | PATENT ISSUE / SERIAL NO. | ISSUE / FILING DATE | EXPIRATION DATE |
|--|------------------|---------|------------------------------------|---------------------------|--------------------|
| Objects Of Interest | | | | | |
| System And Process For Detecting, Tracking And Counting Human Objects Of Interest | United States | Issued | 8238607 | 08/07/2012 | 07/03/2027 |
| System And Process For Detecting, Tracking And Counting Human Objects of Interest | United States | Pending | 13/559824 | 07/27/2012 | NA |
| System For Indexing Pedestrian Traffic | United States | Issued | 7415510 | 08/19/2008 | 03/05/2022 |
| Traffic Based Labor Allocation Method And System | United States | Issued | 7987105 | 07/26/2011 | 04/21/2030 |
| Video Traffic Monitor For Retail Establishments And The Like | United States | Issued | 5465115 | 11/07/1995 | 05/14/2013 |