

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4057035

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
GATEKEEPER SYSTEMS, INC.		09/02/2016
RECEIVING PARTY DATA		
Name:	FIRST MERCHANTS BANK	
Street Address:	10333 NORTH MERIDIAN STREET	
Internal Address:	SUITE 350	
City:	INDIANAPOLIS	
State/Country:	INDIANA	
Postal Code:	46290	
PROPERTY NUMBERS Total: 45		
Property Type	Number	
Patent Number:	8046160	
Patent Number:	8751148	
Patent Number:	8463540	
Patent Number:	9091551	
Patent Number:	8700230	
Patent Number:	8417445	
Patent Number:	9322658	
Patent Number:	8570171	
Patent Number:	8606501	
Patent Number:	8406993	
Patent Number:	8571778	
Patent Number:	8478471	
Patent Number:	8718923	
Patent Number:	8473192	
Patent Number:	8558698	
Patent Number:	8433507	
Patent Number:	8820447	
Patent Number:	7944368	
Patent Number:	8674845	

PATENT

Property Type	Number
Patent Number:	7658247
Patent Number:	7870916
Patent Number:	8973716
Patent Number:	8364105
Patent Number:	8693965
Patent Number:	8894086
Patent Number:	8578984
Patent Number:	9205702
Patent Number:	9358835
Patent Number:	6362728
Patent Number:	6945366
Application Number:	14299957
Application Number:	13907351
Application Number:	13907502
Application Number:	14699221
Application Number:	14470617
Application Number:	14635452
Application Number:	14808971
Application Number:	15060442
Application Number:	15191303
Application Number:	15093545
Application Number:	15170065
Application Number:	15160289
Application Number:	15215375
Application Number:	62214561
Application Number:	62214579

CORRESPONDENCE DATA

Fax Number: (317)237-1000

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: 317-237-0300

Email: inteas@FaegreBD.com

Correspondent Name: CHELSEY A. MCCORY / MICKIE POTTER

Address Line 1: 300 NORTH MERIDIAN STREET

Address Line 2: SUITE 2400

Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER:	FIRST MERCHANTS BANK
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NAME OF SUBMITTER:	PATRICE MICHELE POTTER
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SIGNATURE:	/patrice michele potter/
DATE SIGNED:	09/19/2016
Total Attachments: 7 source=Gatekeeper_Systems_Security_Agreement#page1.tif source=Gatekeeper_Systems_Security_Agreement#page2.tif source=Gatekeeper_Systems_Security_Agreement#page3.tif source=Gatekeeper_Systems_Security_Agreement#page4.tif source=Gatekeeper_Systems_Security_Agreement#page5.tif source=Gatekeeper_Systems_Security_Agreement#page6.tif source=Gatekeeper_Systems_Security_Agreement#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (“**Agreement**”), dated as of September 2, 2016, by GATEKEEPER SYSTEMS, INC., a Delaware corporation (“**Grantor**”), in favor of FIRST MERCHANTS BANK, an Indiana bank, as administrative agent for the Lenders under the Credit Agreement referred to below (“**Agent**”).

W I T N E S S E T H:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Patent Collateral;

WHEREAS, Grantor, Belgravia Investors, LLC, a California limited liability company (“**Belgravia**”, and collectively with Grantor, the “**Borrowers**”), Agent and the other Lenders party thereto are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”) pursuant to which, among other things, the Lenders have agreed to make certain loans and other financial accommodations to the Borrowers.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Grantor enter into a Security Agreement, dated as of the date hereof, in favor of Agent, as administrative agent for the Lenders (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Security Agreement**”); and (b) the Grantor execute this Patent Security Agreement in order to confirm the grant a security interest in favor of Agent to secure the Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Agent and the Lenders and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby affirms the grant to Agent, for the benefit of the Lenders, pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

- (a) all Patents owned by Grantor, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

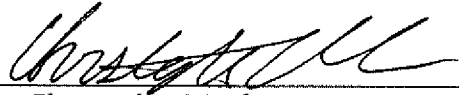
3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent

pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement.

[Signature page follows]

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

GATEKEEPER SYSTEMS, INC.

By: 
Name: Christopher M. Eline
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK,
as Agent

By: _____
Joe Peterson, Director, Debt Capital Markets
and Structured Finance

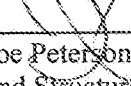
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GATEKEEPER SYSTEMS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK,
as Agent

By:  _____
Joe Peterson, Director, Debt Capital Markets
and Structured Finance

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Country	Patent	Filing Date	Registration Date	Registration No.
United States	Navigation Systems and Methods for Wheeled Objects	3/20/06	10/25/11	8,046,160
United States	Navigation Systems and Methods for Wheeled Objects	8/12/11	6/10/14	8,751,148
United States	Two Way Communication System for Tracking Locations and Status of Wheeled Vehicles	3/20/06	6/11/13	8,463,540
United States	System for controlling usage of shopping carts or other human-propelled vehicles	9/1/09	7/28/15	9,091,551
United States	Cart containment system with integrated cart display unit	5/31/13	4/15/14	8,700,230
United States	System for communicating with and monitoring movement of human-propelled vehicles	8/29/08	4/9/13	8,417,445
United States	Wheel skid detection during mechanized cart retrieval	8/7/15	4/26/16	9,322,658
United States	System for detecting unauthorized store exit events using signals detected by shopping cart wheels units	4/4/13	10/29/13	8,570,171
United States	System for communicating with and monitoring movement of human-propelled vehicles	8/28/08	12/10/13	8,606,501
United States	Cart braking control during mechanized cart retrieval	8/28/08	3/26/13	8,406,993
United States	Cart braking control during mechanized cart retrieval	3/25/13	10/29/13	8,571,778

United States	Cart cluster detection and estimation	8/28/08	7/2/13	8,478,471
United States	Object cluster detection and estimation	5/28/13	5/6/14	8,718,923
United States	Antenna-based zone creation for controlling movement of vehicles	8/28/08	6/25/13	8,473,192
United States	Zone-based control of cart usage using RF transmission for brake activation	5/28/13	10/15/13	8,558,698
United States	Usage monitoring of shopping carts or other human-propelled vehicles	8/29/08	4/30/13	8,433,507
United States	Power generation systems and methods for wheeled objected	3/20/06	9/2/14	8,820,447
United States	Systems and methods for location and controlling powered vehicles	8/25/06	5/17/11	7,944,368
United States	Systems and methods for location and controlling powered vehicles	5/13/11	3/18/14	8,674,845
United States	Systems and methods for power storage and management from intermittent power sources	9/20/06	2/9/10	7,658,247
United States	Systems and methods for power storage and management from intermittent power sources	1/8/10	1/18/11	7,870,916
United States	Brake mechanism for a non-motorized wheeled vehicle	10/25/10	3/10/15	8,973,716
United States	Solar powered transmitter	6/1/11	1/29/13	8,364,105
United States	Solar powered transmitter	12/19/12	4/8/14	8,693,965
United States	Cart connection assemblies and methods	11/6/13	11/25/14	8,894,086
United States	Wheel replacement treads and methods	9/20/12	11/12/13	8,578,984
United States	Wheel replacement treads and methods	11/6/13	12/8/15	9,205,702
United States	Wheels for non-motorized vehicles	2/25/14	6/7/16	9,358,835
United States	Two-Wire Anti-theft system	2/4/98	2/26/02	6,362,728
United States	Linear Actuator Brake	8/16/02	9/20/05	6,945,366

PATENT APPLICATIONS

Country	Name	Application No.
United States	Navigation Systems and Methods for Wheeled Objects	14,299,957
United States	Creation of zones based on RSSI values	13/907,351
United States	2.4 GHz antenna design	13/907,502
United States	Using checkout lane dwell time to authorize cart exits	14/699,221
United States	Power generation systems and methods for wheeled objected	14/470,617
United States	Brake mechanism for a non-motorized wheeled vehicle	14/635,452
United States	Monitoring usage or status of cart retrievers	14/808,971
United States	Mercury GPS Geofencing systems	15/060,442
United States	System with wheel assembly that communicates with display unit of human propelled cart	15/191,303
United States	System with handheld mobile control unit for controlling shopping cart wheel assemblies	15/093,545
United States	Wheels for non-motorized vehicles	15/170,065
United States	Loop antenna fixtures and methods	15/160,289
United States	Monitoring usage or status of cart retrievers	15/215,375
United States	Estimating motion of wheeled objects	62/214,561
United States	Magnetometer and accelerometer calibration	62/214,579