

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4892534

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SMARTE CARTE, INC.	03/29/2018
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	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	D556098	
Patent Number:	8910951	
Patent Number:	8500012	
Patent Number:	5921373	
Patent Number:	7857108	
Patent Number:	7448476	
Patent Number:	8183829	
Patent Number:	8714452	
Patent Number:	9558608	
Patent Number:	9430892	
Patent Number:	9158946	
Application Number:	15004032	
Application Number:	14880723	
Patent Number:	5526916	
CORRESPONDENCE DATA		
Fax Number:	(202)835-7586	
<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	
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
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NAME OF SUBMITTER:	KRISTIN L. YOHANNAN
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SIGNATURE:	/s/ Kristin L. Yohannan
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DATE SIGNED:	03/30/2018
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT 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 Patent 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

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 “**Patent Collateral**”):

all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (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 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 Patent 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).

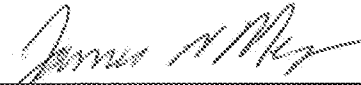
SECTION 5. Counterparts

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.

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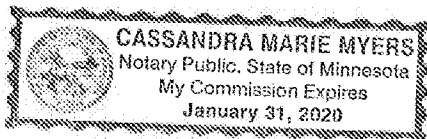
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

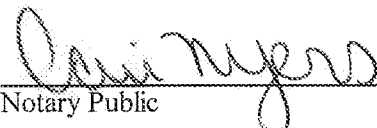
SMARTE CARTE, INC.
as Grantor

By: 
Name: James N. Meyer
Title: Chief Financial Officer

STATE OF Minnesota
COUNTY OF Ramsey } ss.

On this 20th day of March, 2010 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 Patent Security Agreement

PATENT
REEL: 045395 FRAME: 0383

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

CAN	Locker Rental System using external codes	2,911,996		
AUS	Locker Rental System using external codes	2015255226		
USA	Locker System using barcoded wristband	14,226,347	9,158,946	3/26/2014
USA	System and Method for Lost Item	15/004,032		1/22/2016
Int'l.	System and Method for Lost Item	PCT/US16/14433		1/22/2016
USA	Locker System using barcoded wristbands	14,880,723		10/12/2015
USA	Cart Management System	08/306,638	5,526,916	9/15/1994