

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LYTX, INC.		01/24/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 25		
Property Type	Number	Word Mark
Registration Number:	2440136	DRIVECAM
Registration Number:	3258763	DRIVECAM
Registration Number:	3359840	DRIVECAM TAKING RISK OUT OF DRIVING
Registration Number:	3376103	DRIVECAM
Registration Number:	3376104	DRIVECAM
Registration Number:	4122554	DRIVECAM
Registration Number:	3945407	DRIVECAM ONLINE
Registration Number:	4276397	DRIVER SCIENCE
Registration Number:	4158343	DRIVING INSIGHTS
Registration Number:	2643463	HINDSIGHT 20/20
Registration Number:	4302034	INTEGRATED DRIVER MANAGEMENT
Registration Number:	4238376	ONBOARD COACH
Registration Number:	3565568	RISKPREDICT
Registration Number:	4126106	THE DRIVER SCIENCE COMPANY

OP \$640.00 2440136

Registration Number:	4161724	THE DRIVING SCIENCE COMPANY
Registration Number:	4357051	RAIR
Registration Number:	4454419	DRIVECAM
Registration Number:	4006905	RISKPREDICT
Registration Number:	3941571	DRIVECAM ONLINE
Registration Number:	3945408	DRIVECAM ONLINE
Registration Number:	3279967	DRIVECAM
Registration Number:	3258766	DRIVECAM
Registration Number:	3279966	DRIVECAM TAKING RISK OUT OF DRIVING
Registration Number:	3565569	RISKPREDICT
Serial Number:	85475634	DRIVER SCIENCE ENGINE

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.365
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/29/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of January, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 24, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Lytx, Inc., as a borrower ("Lytx Borrower" together with each other entity that becomes a "Borrower" thereunder by executing a joinder thereto "Borrowers"; each a "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 24, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured

Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

LYTX, INC., a Delaware corporation

By: 
Name: Paul Pucino
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: _____
Name: Brian Velardo
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005203 FRAME: 0312

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

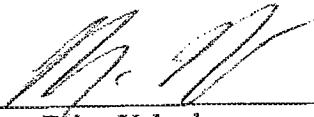
GRANTOR: LYTX, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:  _____
Name: Brian Velardo
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005203 FRAME: 0313

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

OWNER	REGISTRATION NUMBER	TRADEMARK
Lytix, Inc.	2,440,136	DRIVECAM
Lytix, Inc.	3,258,763	DRIVECAM
Lytix, Inc.	3,359,840	DRIVECAM TAKING RISK OUT OF DRIVING
Lytix, Inc.	3,376,103	DRIVECAM & DESIGN
Lytix, Inc.	3,376,104	DRIVECAM
Lytix, Inc.	4,122,554	DRIVECAM AND DESIGN
Lytix, Inc.	3,945,407	DRIVECAM ONLINE
Lytix, Inc.	4,276,397	DRIVER SCIENCE
Lytix, Inc.	4,158,343	DRIVING INSIGHTS
Lytix, Inc.	2,643,463	HINDSIGHT 20/20
Lytix, Inc.	4,302,034	INTEGRATED DRIVER MANAGEMENT
Lytix, Inc.	4,238,376	ONBOARD COACH
Lytix, Inc.	3,565,568	RISKPREDICT
Lytix, Inc.	4,126,106	THE DRIVER SCIENCE COMPANY
Lytix, Inc.	4,161,724	THE DRIVING SCIENCE COMPANY
Lytix, Inc.	4,357,051	RAIR
Lytix, Inc.	4,454,419	DRIVECAM AND DESIGN
Lytix, Inc.	4,006,905	RISKPREDICT
Lytix, Inc.	3,941,571	DRIVECAM ONLINE
Lytix, Inc.	3,945,408	DRIVECAM ONLINE
Lytix, Inc.	3,279,967	DRIVECAM
Lytix, Inc.	3,258,766	DRIVECAM
Lytix, Inc.	3,279,966	DRIVECAM TAKING RISK OUT OF DRIVING
Lytix, Inc.	3,565,569	RISKPREDICT

Trademark Applications

OWNER	APPLICATION NUMBER	TRADEMARK
Lytix, Inc.	85/475,634	DRIVER SCIENCE ENGINE