

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310184

| | | | |
|---|---------------------------------|-------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SILICON VALLEY BANK | | 07/02/2014 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | SMARTDRIVE SYSTEMS, INC. | | |
| Street Address: | 9276 Scranton Road, Suite 500 | | |
| City: | San Diego | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92121 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3823581 | SMARTDRIVE | |
| Registration Number: | 3819803 | SMARTDRIVE | |
| Registration Number: | 4154356 | SMARTDRIVE | |
| Registration Number: | 3851795 | MEASURED SAFETY PROGRAM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585094010 | | |
| <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: | 858-509-4071 | | |
| Email: | sdipdocket@pillsburylaw.com | | |
| Correspondent Name: | Michelle L. Mehok | | |
| Address Line 1: | 12255 El Camino Real, Suite 300 | | |
| Address Line 4: | San Diego, CALIFORNIA 92130 | | |
| ATTORNEY DOCKET NUMBER: | 022412-0000015 | | |
| NAME OF SUBMITTER: | Michelle L. Mehok | | |
| SIGNATURE: | /michelle mehok/ | | |
| DATE SIGNED: | 07/09/2014 | | |
| Total Attachments: 5 | | | |
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DEED OF RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS DEED OF RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (the "Deed of Release") is made by and between, on July 22 2014, between SMARTDRIVE SYSTEMS, INC., a Delaware corporation ("SmartDrive"), and SILICON VALLEY BANK a California corporation ("Releasing Party").

WHEREAS:

(A) SmartDrive and the Releasing Party enter into this Deed of Release in connection with the Loan and Security Agreement (as defined below).

(B) It is intended that this Deed of Release takes effect as a deed to release the security interest recorded with the United States Patent and Trademark Office at Trademark Reel No. 4768, Frame No. 0459, recorded on May 1, 2012 and Patent Reel No. 028136, Frame No. 0537, recorded on May 1, 2012.

THIS DEED WITNESSES:

1. INTERPRETATION

1.1 Definitions

(a) **Loan and Security Agreement** means (i) that certain Loan and Security Agreement of April 18, 2012 between SmartDrive, as borrower, and Releasing Party, as lender.

(b) **Intellectual Property Rights** means: (1) any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, (2) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held, and (3) any and all design rights that may be available to SmartDrive now or hereafter existing, created, acquired or held, (4) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (5) any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of SmartDrive connected with and symbolized by such trademarks, (6) all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, (7) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of such foregoing intellectual property rights, (8) all licenses or other rights to use any of the copyrights, patents, trademarks, or mask works and all license fees and royalties arising from such use to the extent permitted by such license or rights, (9) all amendments, extensions, renewals and extensions of any of the copyrights, trademarks, patents or mask works and (10) all

proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, including without limitation those intellectual property rights set forth on Schedule 1.

(e) **Released Assets** means the Intellectual Property Rights.

1.2 **Incorporated definitions**

Words and expressions defined in the Loan and Security Agreement have the same meanings when used in this Deed of Release unless otherwise provided or the context otherwise requires.

2. **RELEASE**

With effect from the date of this Deed of Release (or, if earlier, the date all amounts owed under the Loan and Security Agreement were paid in full) the Releasing Party releases the Released Assets from all security created, evidenced or conferred by or pursuant to the Loan and Security Agreement and reassigns and reconveys to SmartDrive all right, title and interest of the Releasing Parties in and to the Released Assets assigned, granted or transferred to it pursuant to the terms of the Loan and Security Agreement (including, without limitation those copyrights, patents and trademarks listed on Schedule 1 hereto) and all renewals thereof and all income, royalties, rights and goodwill thereto.

3. **PAYMENTS**

The Releasing Party acknowledges and confirms that all amounts and costs required to be paid under the Loan and Security Agreement in order to secure the release of the Released Assets and the Releasing Party has been paid and discharged in full.

4. **FURTHER ASSURANCE**

The Releasing Party agrees and undertakes to execute and deliver to SmartDrive all such documents and do all such acts as shall be reasonably required to achieve the releases referred to in Clause 2 (*Release*).

5. **COUNTERPARTS**

This Deed of Release may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed of Release by e-mail attachment or telecopy shall be an effective mode of delivery.

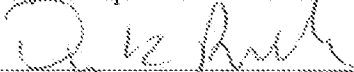
[SIGNATORIES ON NEXT PAGE]

THIS DEED OF RELEASE has been executed and delivered as a deed on the date stated at the beginning of this Deed of Release and shall be binding upon the Releasing Party's legal representatives, assigns and successors.

EXECUTED AND DELIVERED as a DEED OF RELEASE by the Releasing Party:

SILICON VALLEY BANK

a company incorporated in California

By: 

Name: Derek Brunelle

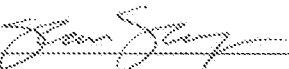
Address: 3003 Tasman Drive
Santa Clara, CA 95054

Attention: Office of General Counsel being a person who, in accordance with the laws of that territory, is acting under the authority of the company

EXECUTED AND ACCEPTED as a DEED OF RELEASE by SmartDrive:

SMARTDRIVE SYSTEMS, INC.

a company incorporated in Delaware

By: 

Name: Shawn Swaney

Address: 9276 Scranton Road, Suite 500
San Diego, CA 92121

Attention: Office of General Counsel being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Schedule I

Copyrights

| Description | Registration/Application No. | Registration/Application Date |
|-------------|------------------------------|-------------------------------|
| NONE | | |

Patents

| Application Number | Filing Date | Title/Description |
|--------------------|-------------|---|
| 11/296,906 | 12/08/2005 | Vehicle Event Recorder Systems |
| 11/296,907 | 12/08/2005 | Memory Management in Event Recording Systems |
| 11/297,669 | 12/08/2005 | Multi-stage Memory Buffer and Automatic Transfers in Vehicle Event Recording Systems |
| 11/377,157 | 03/16/2006 | Vehicle Event Recorder Systems and Networks having Parallel Communications Links |
| 11/377,164 | 03/16/2006 | Vehicle Event Recorders with Integrated Web Server |
| 11/377,167 | 03/16/2006 | Vehicle Event Recorder Systems and Networks having Integrated Cellular Wireless Communications Transceivers |
| 11/593,659 | 11/07/2006 | Driver Score System |
| 11/593,682 | 11/07/2006 | Power Management Systems for Automotive Video Event Recorders |
| 11/637,754 | 12/13/2006 | Discretization Facilities for Vehicle Event Data Recorders |
| 11/800,876 | 05/05/2007 | Distributed Vehicle Event Recorder Systems Having a Portable Memory Data Transfer System |
| 12/096,591 | 12/08/2005 | Vehicle Event Recorder Systems |
| 12/096,592 | 12/08/2005 | Memory Management in Event Recording Systems |

Trademarks

| Description | Application No | Application Date | Registration No. | Registration Date |
|-------------------------|----------------|------------------|------------------|-------------------|
| SmartDrive | 77569039 | 09/12/2008 | 3,823,581 | 07/27/2010 |
| SmartDrive | 78738475 | 10/21/2005 | 3,819,803 | 07/13/2010 |
| SmartDrive with Logo | 77569029 | 09/12/2008 | 4,154,356 | 06/05/2012 |
| Measured Safety Program | 77569053 | 09/12/2008 | 3,851,795 | 09/21/2010 |

Mask Works

| Description | Registration/Application No. | Registration/Application Date |
|-------------|------------------------------|-------------------------------|
|-------------|------------------------------|-------------------------------|

NONE