

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING IV, INC.		07/07/2014	CORPORATION: MARYLAND
VENTURE LENDING & LEASING V, INC.		07/07/2014	CORPORATION: MARYLAND
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: 3			
Property Type	Number	Word Mark	
Serial Number:	78746344	SMARTDRIVE	
Serial Number:	78738475	SMARTDRIVE	
Serial Number:	78873729	GET SMART	
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 7, 2014, between SMARTDRIVE SYSTEMS, INC., a Delaware corporation ("SmartDrive"), and VENTURE LENDING & LEASING IV, INC. ("VLL4") and VENTURE LENDING & LEASING V, INC. ("VLL5"), both Maryland corporations (sometimes referred to herein individually as VLL4 or VLL5 or together as "Releasing Parties").

WHEREAS:

(A) SmartDrive and the Releasing Parties 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. 3532, Frame No. 0458, recorded on April 24, 2007 and Patent Reel No. 019226, Frame No. 0828 recorded on April 24, 2007.

THIS DEED WITNESSES:

I. INTERPRETATION

1.1 Definitions

(a) **Loan and Security Agreement** means (i) that certain Loan and Security Agreement of March 30, 2007 between SmartDrive, as borrower, and VLL4, as lender, and (ii) that certain Loan and Security Agreement of March 30, 2007 between SmartDrive, as borrower, and VLL5, as lender.

(b) **Intellectual Property Rights** means: (1) any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, (2) all letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, and (3) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation,

registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule I.

(c) **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 Parties release 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 I hereto) and all renewals thereof and all income, royalties, rights and goodwill thereto.

3. **PAYMENTS**

The Releasing Parties acknowledge and confirm 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 Parties have been paid and discharged in full.

4. **FURTHER ASSURANCE**

The Releasing Parties agree and undertake 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 Parties' legal representatives, assigns and successors.

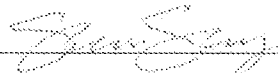
EXECUTED AND DELIVERED as a DEED OF RELEASE by the Releasing Parties:

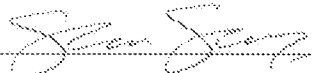
VENTURE LENDING & LEASING IV,
INC.

VENTURE LENDING & LEASING V,
INC.

a company incorporated in Maryland

a company incorporated in Maryland

By: 

By: 

Name: SHAWN SWANEY

Name: SHAWN SWANEY

Address: 2010 North First Street
San Jose, California 95131

Address: 2010 North First Street
San Jose, California 95131

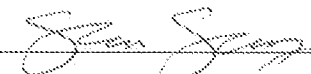
Attention: Office of General Counsel being a person who, in accordance with the laws of that territory, is acting under the authority of the company

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
11/298,069	12/09/2005	Vehicle Event Recorder Systems
11/299,028	12/09/2005	Vehicle Event Recorder Systems
11/377,167	03/16/2006	Vehicle Event Recorder Systems and Networks having Integrated Cellular Wireless Communications Transceivers
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
11/593,682	11/07/2006	Power Management Systems for Automotive Video Event Recorders
11/595,014	11/09/2006	Video Event Recorders having Integrated Illumination Sources
11/595,015	11/09/2006	Video Discretization -- Image processing
11/593,659	11/07/2006	Driver Performance Scoring Systems

Trademarks

Description	Registration/Application No.	Registration/Application Date
SmartDrive	78746344	11/03/2005
SmartDrive	78738475	10/21/2005
Get Smart	78873729	05/01/2006